MASTER SUBSCRIPTION AGREEMENT

This Master Subscription Agreement ("Agreement") is entered into by and between NB Ventures, Inc. d/b/a GEP ("GEP") and the customer identified in the Order Form ("Customer").

1. DEFINITIONS AND INTERPRETATION

1.1 "**Affiliates**" means any entity which controls, is controlled by or is under common control with another entity and, "control" for the purposes of this definition means direct or indirect ownership or control of more than 50% of the voting interest of the said entity, provided that any such Affiliate shall be deemed an Affiliate only for so long as such control lasts.

1.2 "**Artificial Intelligence Addendum**" or "**AI Addendum**" means the document provided by GEP, as attached to this Agreement as **Schedule S-2**, which sets forth the terms, conditions, permitted uses, restrictions, safeguards, and governance standards applicable to the use of artificial intelligence or machine learning features made available through the SaaS Services. The AI Addendum may be updated by GEP from time to time, provided that such updates shall be communicated to the Customer in advance and shall not materially reduce Customer's rights under this Agreement.

1.3 "**Application(s)**" means hosted software applications and associated content (as identified on an Order Form) to be provided as a subscription service by GEP to a Customer as described in the Order Form.

1.4 "**Confidential Information**" means any and all technical and non-technical information, including trade secrets, know-how and proprietary information, firmware, designs, schematics, techniques, plans, financial information, passwords and security procedures, any and all information relating to pricing, policies, practices and procedures, and information regarding financials (including a party's financial and accounting reports) , audit reports, present or future products, product design, sales, employees, investors or affiliates, parents or subsidiaries that is disclosed by a party for the purposes of performing under this Agreement, including Customer information. Notwithstanding anything to the contrary, the Applications, Documentation and the Software are deemed to be Confidential Information of GEP. Confidential Information does not include information to the extent that such information is: (1) made public by disclosing party, (2) generally available to the public other than by a breach of this Agreement by receiving party, its employees, agents, or contractors, (3) rightfully received from a third person having the legal right to disclose the Confidential Information free of any obligation of confidence, and/or (4) independently developed by the receiving party without use of the Confidential Information of the disclosing party. The burden of proof that Confidential Information falls under any one of the above exemptions will be borne by the party claiming such exemptions.

1.5 "**Customer**" means the party executing this Agreement and a corresponding Order Form. Alternatively, where any Affiliate of the Customer elects to complete an Order Form subject to this Agreement, any reference herein to Customer shall be deemed to refer to such Customer Affiliate instead.

1.6 "**Customer Data**" means any data, information or material provided, uploaded, or submitted by Customer, Customer Affiliates and/or their Users while using Service.

1.7 "**Documentation**" means the GEP product documentation relating to the operation and use of the Applications and Service including technical program or interface documentation, operating instructions, update notes, text, data compilations, photographs, data instruction packets, graphics, illustrations, and support knowledge base and updated from time to time by GEP in accordance with this Agreement.

1.8   "**Effective Date**" means the effective date of the Agreement as set forth under the Order Form.

1.9   "**Fees**" means, collectively (i) the Subscription Fees; and (ii) the fees for any Professional Services as agreed under the applicable SOW.

1.10   "**Intellectual Property Rights**" means all intellectual property rights of whatever type or form, now or hereafter available under any applicable laws, including, but not limited to, all patents, trade secrets, copyrights, trademarks, know how, goodwill, rights in designs, artwork, database, software (including source code), business names, domain names, rights in get up and any applications and similar or equivalent rights in any media subsisting now or in the future in any media and other intellectual property rights in any part of the world whether registered or unregistered or registrations thereof.

1.11   "**Order form**" or "**Subscription Order Form**" means a document executed by the Customer and GEP that outlines the specific terms and conditions of the Customer's subscription to the GEP Service. The Order Form includes the description of the Application, pricing, license fees, payment schedule, Term, and any additional features or services. The Subscription Order Form serves as a binding agreement between the parties, incorporating by reference the applicable terms of this Agreement, and governs the Customer's access to and use of the Service during the Term.

1.12   "**Professional Services**" means the professional services provided by GEP to the Customer pursuant to a Statement of Work ("SOW") executed under this Agreement. Such services may include, without limitation: (i) implementation and configuration of Application; (ii) consulting services; and (iii) systems integration and related technical services.

1.13   "**Services**" means, collectively: (i) the SaaS Services; (ii) the Professional Services; and (iii) any additional services mutually agreed in writing by the parties, including those set out in a duly executed Change Order or amendment to this Agreement.

1.14   "**Statement of Work**" or "**SOW**" means a written document executed by both parties under this Agreement that describes the scope, deliverables, schedule, fees, and other relevant terms applicable to the Professional Services to be provided by GEP. Each SOW shall reference and incorporate the terms of this Agreement.

1.15   "**SaaS Service**" means the online subscription service to access and use the Application that is provided by GEP, as described in the Order Form

1.16   "**Service Level Agreement**" or "**SLA**" means the descriptions and levels of Support, Uptime & Updates applicable to SaaS Services as set forth in Schedule S-1.

1.17   "**Subscription Fee**" means the amount payable by Customer for access to the SaaS Service, as detailed in Order Form.

1.18   "**Taxes**" means any and all applicable taxes, duties, levies, or similar governmental charges of any kind, including, without limitation, value-added tax (VAT), sales tax, use tax, goods and services tax (GST), and withholding tax, imposed by any governmental authority in connection with the transactions or payments under this Agreement, but excluding taxes based on GEP's net income, property, or employment.

1.19   "**Term**" means the duration of the subscription, as specified in Section 10.

1.20   "**User**" means a person authorized by the Customer to use the Service.

1.21   Headings shall not affect the interpretation of this agreement.

1.22   A person includes an individual, corporate or unincorporated body (whether or not having separate legal personality) and that person's legal and personal representatives, successors or permitted assigns.

1.23   A reference to a company includes any company, corporation, or other body corporate, wherever and however incorporated or established.

2.   PERFORMANCE OF PROFESSIONAL SERVICES

2.1   **Scope and Performance.** GEP shall provide the Professional Services as described in one or more Statements of Work ("SOW") executed under this Agreement, each of which shall reference this Agreement and, upon execution by both parties, shall form an integral part hereof. GEP shall perform the Professional Services in a diligent, professional, and workmanlike manner, using personnel with the requisite qualifications, training, experience, and expertise.

2.2   **Location of Services.** Unless otherwise specified in the applicable SOW, the Professional Services shall be performed at such times and locations as mutually agreed by the parties, which may include the Customer's premises. Unless specifically agreed under an SOW, it is anticipated that the Professional Services will be performed remotely from GEP's or its Affiliates' offices.

2.3   **Communication and Reporting.** GEP shall provide the Customer's designated representative with regular updates regarding the status and progress of the Professional Services. Such updates may be provided verbally or, upon the Customer's reasonable request, in writing. GEP shall cooperate with Customer's reasonable information requests related to the performance of Professional Services.

2.4   **Changes to Scope.** Any changes to the scope, timeline, deliverables, or fees relating to the Professional Services must be set forth in a written change order ("Change Order") signed by both parties. Each Change Order shall refer to the applicable SOW and shall form a part of this Agreement upon execution. GEP shall have no obligation to commence work on any changed or additional scope unless and until a Change Order has been duly executed.

3.   LICENSE AND ACCESS RIGHTS

3.1   **Grant of License**: GEP grants the Customer a non-exclusive, non-transferable right and license without the right to grant sublicences to permit Users to access and use the Service solely for Customer's internal business operations during the Term, subject to the terms and conditions of this Agreement.

3.2   **License Restrictions**: Customer shall not (a) modify, copy, or create derivative works based on the Service; (b) reverse engineer, decompile, or disassemble the Service; (c) sublicense, resell, or distribute the Service; (d)"Frame" or "mirror" the Applications on any other server or device; (e) access the Applications for competitive analysis, application service provider activities, timesharing, service bureau operations, or any purpose other than the User's internal business use; (f) decompile, disassemble, reverse engineer, or attempt to derive the source code or underlying algorithms of the Applications; (g) remove, obscure, or modify any copyright or proprietary rights notices contained in the Applications; (h) reassign Users or share User access or allow any User Subscription to be used by more than one User. The Customer shall notify GEP about any requirements where the existing User Subscriptions are to be reassigned to new Users, replacing former Users who no

longer require use of the Service. Unless otherwise specified in the relevant Order Form, the replacement User shall be under the same Subscription Term as the original User.

3.3 **Proprietary Rights**. The Customer acknowledges and agrees that the GEP and/or its licensors own all Intellectual Property Rights in the Services and the Documentation. Except as expressly stated in this Agreement, this Agreement does not grant Customer any rights to, under or in, Intellectual Property Rights or any other rights or licences in respect of the Services or the Documentation.

3.4 **Additional Users**. Additional blocks of Users may be purchased by the Customer by signing an Order Form and unless otherwise specified in the relevant Order Form, the Subscription Term of additional Users shall be coterminous with the Subscription Term in effect at the time the additional Users are added.

3.5 **Sensitive Information**: Unless otherwise agreed in writing in an Order Form, Customer shall not (and shall ensure that its Users do not) upload, provide or submit any sensitive personal information (including any personal information, personally identifiable information or any other sensitive information as may be defined under applicable data protection laws (including the EU General Data Protection Regulation (GDPR) and other data protection or privacy laws and rules that may apply), or personal or patient health information (meaning health or medical condition of an individual or the provision of health care to an individual) (collectively "Personal Information") to the Service.

4. CUSTOMER RESPONSIBILITIES

4.1 **Compliance**: Customer shall ensure that its use of the Service complies with the terms of this Agreement all applicable laws and regulations. The Customer shall promptly report to GEP any significant defects, problems or security breach or malfunction that it observes and fully cooperates with GEP to resolve such issues.

4.2 **Data**: Customer is responsible for the accuracy, reliability, quality, and legality of its data input into the Service.

4.3 **Equipment**: Customer is responsible for obtaining and maintaining any internet connections, computing equipment, and ensuring minimum system requirements, supplies, third-party software, personnel, and technical expertise necessary to access and use Service.

4.4 **Customer Users:** Customer will not allow the Service, or any part of it, to be used in any way whatsoever by unauthorized persons (or released or copied to unauthorized persons) without GEP's prior written authorization or as required by applicable law. Customer is solely responsible and liable for the use of the Service and all activity by Customer's Users. Customer will limit the maximum number of Users that it authorizes to access and use the Services and the Documentation to the number of User set out in the Order Form.

4.5 **Audit.** Customer shall, no more frequently than once per year, permit GEP or its designated auditor to audit the Services to verify that the Customer's use of the Services does not exceed the number of Users permitted under the Order Form. If any audit reveals that the Customer has underpaid Subscription Fees to GEP, then without prejudice to the GEP's other rights, the Customer shall pay to GEP an amount equal to such underpayment.

5.   GEP RESPONSIBILITIES

5.1   **Service Availability and Support**: GEP will make commercially reasonable efforts to ensure the availability of Service and provide support in accordance with the SLAs under **Schedule S-1**. GEP's obligations hereunder do not apply to the extent of any non-conformance caused by Customer's use of the Services contrary to GEP's instructions or Documentation.

5.2   **Data Security**: GEP will implement appropriate security measures to protect Customer data. The parties agree to comply with the data protection obligations as incorporated by this reference under the **Schedule P-1** Data Processing Agreement ("DPA") and the relevant addenda to the DPA.

5.3   **Audit:** GEP shall, at its own expense, appoint an independent accounting firm to conduct an annual audit of its operations concerning the Applications. This audit shall be conducted in accordance with the Statement on Standards for Attestation Engagements No. 18 (SSAE 18). The appointed firm shall provide reports in the form of SSAE 18, SOC 1 Type 2, and SOC 2 Type 2 (or any equivalent report under a successor auditing standard should SSAE 18 cease to be an industry standard) (hereinafter referred to as the "Auditor's Report"). The Auditor's Report shall assess GEP's security policies, procedures, and controls. The Customer shall be entitled to request a current copy of the Auditor's Report by contacting support@gep.com.

5.4   **No Exclusivity**. This Agreement shall not prevent GEP from entering into similar agreements with third parties, or from independently developing, using, selling, or licensing documentation, products and/or services which are similar to those provided under this Agreement.

6.   ARTIFICIAL INTELLIGENCE

6.1   **Applicability of AI Addendum.** Customer acknowledges and agrees that its use of the SaaS Services is subject to GEP's AI Addendum, which is attached to this Agreement as **Schedule S-2** and incorporated herein by reference. The AI Addendum sets forth the terms, safeguards, permitted uses, and restrictions applicable to any artificial intelligence or machine learning features or functionalities made available as part of the SaaS Services.

6.2   **Compliance.** Customer agrees to comply with the AI Addendum, including any updates or amendments made by GEP from time to time, provided that any such updates shall be communicated to Customer in advance and shall not materially diminish Customer's rights under this Agreement.

6.3   **Conflicts.** In the event of a conflict between the AI Addendum and the terms of this Agreement, the terms of the AI Addendum shall prevail solely with respect to the use of AI functionality within the SaaS Services.

7.   FEES, INVOICING AND PAYMENT

7.1   **Subscription Fees**. Customer shall pay the fees for access to and use of the SaaS Services ("Subscription Fees") as set forth in the applicable Order Form. Subscription Fees are typically charged on a recurring basis (e.g., annually, or monthly), as specified in the Order Form, and shall be payable in accordance with the billing and payment terms stated therein.

7.2   **Professional Services Fees**. Fees for any Professional Services provided by GEP, including but not limited to implementation, configuration, integration, or consulting services,

shall be set forth in the applicable Statement of Work ("SOW") (the "Professional Services Fees"). Unless otherwise stated in the relevant SOW, Professional Services Fees shall be invoiced on a time and materials or milestone basis, as specified therein.

7.3 **Invoicing.** A GEP Affiliate designated in the applicable Order Form or Statement of Work may issue invoices for the corresponding Subscription Fees or Professional Services Fees. The Customer shall make payments in accordance with the payment terms and instructions set out in the applicable Order Form or Statement of Work.

7.4 **Payment Terms**. Except as otherwise set forth in an Order Form or SOW, all fees shall be invoiced in U.S. Dollars (or such other currency as mutually agreed) and shall be payable by Customer within thirty (30) days from the date of invoice. Overdue payments may accrue interest at a rate of 1.5% per month or the maximum rate permitted by applicable law, whichever is lower on the outstanding balance.

7.5 **Taxes**. Taxes, if applicable, will be calculated based on the location and tax status of the relevant GEP Affiliate. The Customer shall be responsible for payment of all such Taxes associated with its purchases under this Agreement, except for taxes based on GEP's net income, property, or employment.

7.6 **No Set-Off**. Customer may not withhold, offset, or deduct any amounts from fees due to GEP under this Agreement, except as required by applicable law or as expressly agreed in writing by the parties.

8. CONFIDENTIALITY

8.1 Obligations of Confidentiality: Each party agrees to:

8.1.1 **Use of Confidential Information**: Use the Confidential Information of the other party solely for the purposes of performing its obligations and exercising its rights under this Agreement.

8.1.2 **Non-Disclosure:** Not disclose or permit the disclosure of the Confidential Information to any third party without the prior written consent of the disclosing party, except to its employees, contractors, and agents who need to know such information to perform obligations or exercise rights under this Agreement and who are bound by confidentiality obligations at least as protective as those contained herein.

8.1.3 **Protection:** Protect the Confidential Information of the other party with the same degree of care it uses to protect its own Confidential Information, but in no event less than reasonable care.

8.2 **Compelled Disclosure:** If the receiving party is required by law, regulation, or court order to disclose any of the disclosing party's Confidential Information, the receiving party shall (if legally permissible) promptly notify the disclosing party in writing, so the disclosing party may seek a protective order or other appropriate remedy. The receiving party shall disclose only that portion of the Confidential Information that it is legally required to disclose and shall use reasonable efforts to obtain confidential treatment for any Confidential Information so disclosed.

8.3 **Return or Destruction of Confidential Information:** Upon the termination or expiration of this Agreement, or upon the disclosing party's written request, the receiving party shall promptly return or destroy all copies of the disclosing party's Confidential Information in its

possession or control, and certify in writing that it has done so, except where retention is required by law or regulation.

8.4 **No Implied Rights**: Nothing in this Agreement shall be construed as granting any rights, by license or otherwise, to any Confidential Information, except as expressly set forth herein.

8.5 **Duration of Confidentiality Obligations:** The obligations of confidentiality under this Agreement shall continue for a period of five (5) years from the date of disclosure of the Confidential Information, except for trade secrets, which shall remain confidential for as long as they qualify as trade secrets under applicable law.

9. OWNERSHIP OF INTELLECTUAL PROPERTY

9.1 **GEP's Intellectual Property Rights:** As between GEP and Customer, all rights, title, and interest in and to the Applications, Documentation, and Service (including all associated rights, and all derivatives, translations, modifications, and enhancements thereof) are, and shall remain, the exclusive property of GEP, notwithstanding any other provision in this Agreement, Order Form, or statement of work hereunder. This Agreement does not constitute a sale and does not convey to Customer any rights of ownership in or related to the Applications, Service, or Documentation. The GEP name, logo, and product names are trademarks of GEP, and no rights or licenses are granted to use them. All rights not expressly granted to Customer are reserved by GEP. GEP exclusively owns all rights, title, and interest in and to any suggestions, enhancement requests, feedback, or recommendations provided by Customer or any third party relating to the Applications, Service, or Documentation. **For Customers in the EEA, UAE, Switzerland and UK**: Section 9.1 makes no restrictions on any moral rights or, where applicable, any financial rights under applicable copyright laws, and to the extent permitted by applicable law, GEP hereby waives, renounce or procure the waiver of all moral and/or financial rights in relation to suggestions, enhancement requests, feedback or recommendations provided by Customer or any third party.

9.2 **Customer Data:** As between Customer and GEP, Customer exclusively owns all rights, title, and interest in and to all Customer Data. Customer shall be solely responsible for the accuracy, quality, integrity, legality, reliability, appropriateness, and intellectual property ownership of and the right to use all Customer Data. Customer warrants that it has and will continue to have all rights and consents necessary to allow GEP to use such data as contemplated by this Agreement. Customer hereby grants GEP a royalty-free, fully paid, non-exclusive, non-transferable, sub-licensable, worldwide right and license to reproduce, use, process, transfer, and store Customer Data solely for the purposes of performing GEP's obligations under this Agreement and any other activities expressly agreed to by Customer.

9.3 **Aggregated Data**: Customer agrees that as part of providing the Service, GEP may collect, use, and disclose quantitative data derived from the use of the Applications for service improvements, industry analysis, benchmarking, analytics and supporting Customer's usage of the Service and the Applications. All data disclosed will be in aggregate and anonymous form only and will not identify the Customer or its specific Users or its relationship to their suppliers.

10. TERM AND TERMINATION

10.1 **Term**: This Agreement commences on the Effective Date and continues for such duration and term as recorded under the Order Form ("Term").

10.2 **Termination for Cause**: Either party may terminate this Agreement for cause if the other party breaches any material term of this Agreement and fails to cure the breach within 30 days after receiving written notice of the breach.

10.3 **Effect of Termination**: Upon termination, Customer's access to the Service will cease, and Customer will promptly pay all outstanding fees.

11. **Return of Customer Data:** The customer has 60 days following the termination of the agreement to download their data ("Transition Period"). During this period, the Customer must continue to pay pro-rated subscription fees for the use of the Applications and Service throughout the Transition Period and GEP will provide Customer's transactional records (e.g., requisitions, orders, invoices, expenses) in standard formats (e.g., CSV) and attachments in their original formats (e.g., PDF, JPEG). This provision excludes system-generated log files and GEP-specific configuration data. After the Transition Period, GEP is not required to maintain or provide access to any Customer Data. GEP shall delete/purge all Customer Data unless retention is legally required. Archival copies of Customer Data will be maintained per GEP's standard data backup and retention policies, subject to confidentiality obligations.

12. **Transition Services:** If the customer elects to purchase transition services, GEP will assist in the transfer of Customer Data to the customer or a designated replacement provider ("Transition Services"). The scope and fees for these services will be determined in a mutually agreed statement of work prior to the commencement of the Transition Services. If the customer elects to receive Transition Services, in addition to payment of any fees for Transition Services that may be purchased from GEP, the Customer must continue to pay pro-rated subscription fees for the use of the Applications and Service throughout the Transition Period.

13. WARRANTIES AND DISCLAIMERS

13.1 **GEP Warranties**: GEP warrants that (i) the Service will perform substantially in accordance with the Documentation provided and in compliance with all applicable laws; and (ii) any updates and changes to the Applications and Services made by GEP during the Subscription Term shall not materially decrease the functionality of the Applications as it was at the time of the Order Form.

13.2 **Customer Warranties**: Customer warrants and represents that this Agreement has been entered into by a duly authorized representative of Customer.

13.3 **Disclaimer of Warranties**: EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT, AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE SERVICE IS PROVIDED "AS IS" AND "AS AVAILABLE" WITH ALL FAULTS AND DEFECTS AND WITHOUT ANY OTHER WARRANTY OF ANY KIND, AND GEP DISCLAIMS ANY AND ALL OTHER WARRANTIES AND CONDITIONS, EXPRESS OR IMPLIED, OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF TITLE AND NON-INFRINGEMENT AND ANY IMPLIED WARRANTIES, DUTIES OR CONDITIONS OF MERCHANTABILITY, OF FITNESS FOR A PARTICULAR PURPOSE AND QUALITY, OF NON-INFRINGEMENT AND OF LACK OF VIRUSES. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN.
For Customers in Europe and the UK: Nothing in Section 13 shall affect the statutory warranties in respect of satisfactory quality, fitness for purpose or accuracy of description nor any right that GEP may have under applicable law to prove that no damage has occurred.

14. LIMITATION OF LIABILITY

14.1 **Disclaimers of Indirect and Consequential Damages**: TO THE MAXIMUM EXTENT PERMISSIBLE UNDER THE APPLICABLE LAW, IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY, PUNITIVE OR PURE ECONOMIC DAMAGES, LOSSES, PENALTIES, CHARGES, EXPENSES OR COSTS OF ANY KIND, INCLUDING COSTS OF PROCUREMENT OR SUBSTITUTE OR REPLACEMENT GOODS OR SERVICES, EVEN IF THE PARTY HAS BEEN INFORMED ABOUT THE POSSIBILITY THEREOF, OR OTHER SIMILAR DAMAGES OF ANY TYPE OR KIND (INCLUDING, WITHOUT LIMITATION, BUSINESS INTERRUPTION, LOSS OF REVENU, PROFITS (WHETHER DIRECT OR INDIRECT), USE, GOODWILL OR REPUTATION, ANTICIPATED SAVINGS, OR LOSS OR CORRUPTION OF DATA OR INFORMATION, LOSS CAUSED BY A COMPUTER OR ELECTRONIC VIRUS, LOSS OF OR DAMAGE TO PROPERTY, CLAIMS OF THIRD PARTIES, OR OTHER LOSSES OF ANY KIND OR CHARACTER), REGARDLESS OF THE CAUSE, ARISING OUT OF OR IN CONNECTION WITH THE AGREEMENT OR THE SERVICES PROVIDED HEREUNDER, EVEN IF THE PARTY HAS BEEN PREVIOUSLY ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. BOTH PARTIES UNDERSTAND AND AGREE THAT THE REMEDIES, EXCLUSIONS AND LIMITATIONS HEREIN ALLOCATE THE RISKS OF PRODUCT AND SERVICE NONCONFORMITY BETWEEN THE PARTIES

14.2 **Limitation**: IN NO EVENT SHALL GEP'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT (INCLUDING, WITHOUT LIMITATION, BREACH OF CONTRACT, BREACH OF WARRANTY, NEGLIGENCE, STRICT LIABILITY, MISREPRESENTATION, RESTITUTION OR OTHERWISE) EXCEED AN AMOUNT THAT IS HIGHER OF: A) THE TOTAL AMOUNT PAID OR PAYABLE BY CUSTOMER UNDER THIS AGREEMENT IN THE 12 MONTHS IMMEDIATELY PRECEDING THE EVENT THAT GAVE RISE TO ANY CLAIM, B) OR US$ 500,000. EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT, CUSTOMER ASSUMES SOLE RESPONSIBILITY FOR RESULTS OBTAINED FROM THE USE OF THE SERVICES AND DOCUMENTATION BY IT AND FOR CONCLUSIONS DRAWN FROM SUCH USE.

14.3 **Exception to Limitation of Liability**. NOTWITHSTANDING THE FOREGOING, THE LIMITATION OF EITHER PARTY'S LIABILITY UNDER SECTION 14.2 ABOVE SHALL EXCLUDE ANY CLAIMS ARISING FROM SUCH PARTY'S; (A) GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, (B) FRAUD OR FRAUDULENT MISREPRESENTATION, OR (D) BREACH OF CONFIDENTIALITY OR (E) ANY OTHER FORM OF LIABILITY THAT CAN NOT BE LIMITED UNDER APPLICABLE LAW.

15. INDEMNIFICATION

15.1 Each party agrees to defend, indemnify, and hold harmless the other party, its affiliates, and their respective, officers, directors, employees, agents, representatives and contractors from and against any third party related claims, actions, demands, liabilities and expenses (collectively, "Claims"), including, without limitation, damages, other monetary relief, expert fees, costs and reasonable legal fees, alleging or resulting from any claim that the Services, solely by themselves and not in combination with any other services and/or software, infringe upon the intellectual property rights of any third party.

15.2 If any Claim is made as a result of which a party (an "Indemnified Party") may become entitled to indemnification by the other party hereunder (the "Indemnifying Party"), Indemnified Party shall, at its expense, assume the defense of such Claim with counsel reasonably satisfactory to the Indemnified Party. The Indemnifying Party shall not be permitted to compromise or settle a claim subject to indemnification without the Indemnified

Party's consent, unless there is (a) no finding or admission of any violation of the rights of any third party by the Indemnified Party; (b) no effect on any other claims that may be made by the Indemnified Party; and (c) no injunctive or other equitable relief is entered against the Indemnified Party, and the settlement is solely for money damages for which the Indemnified Party is fully indemnified. Notwithstanding the right of Indemnifying Party to assume the defense of any Claim to which the Indemnified Party may become a party or target, the Indemnified Party shall have the right to employ separate counsel at its own expense and to participate in the defense of such action. **For Customers located in Europe**: Nothing in this Section 15 shall be construed as limiting a party's right to prove that no damage has occurred.

16. GOVERNING LAW, JURISDICTION, AND DISPUTE RESOLUTION.

16.1 **Informal Dispute Resolution:** In the event of any dispute, before the initiation of formal dispute resolution procedures the Parties shall first attempt to resolve their dispute informally, as follows:

16.1.1 If a party considers that a dispute has arisen, it shall give a dispute notice to the other party (Dispute Notice), which must be in writing and set out the details of the dispute.

16.1.2 If a Dispute Notice is given under this Agreement, Customer and GEP must both procure and ensure that the authorized representatives of the parties promptly meet and engage in good faith discussions with the bone fide objective of resolving the Dispute by agreement.

16.1.3 If the authorized representatives of the parties fail to resolve the dispute within twenty business days after the issuance of the Dispute Notice (or such other period as agreed by the parties), either party shall have the right to refer the dispute for arbitration.

16.2 **Arbitration and Governing Law**: Any disputes, actions, claims, or causes of action arising out of or in connection with this Agreement or its subject matter or formation (including non-contractual disputes or claims) shall be governed by that remain unresolved further to the procedure set out at clause 14.1 above, shall be submitted to and finally settled by arbitration at the arbitration forum as per the following table.

This Agreement, and any disputes or claims arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the governing law specified in the table below, without regard to its conflict of laws principles. You agree that this Agreement shall be fully performable in the jurisdiction allocated based on Customer's registered office location as specified in the table below with respect to any proceedings arising from this Agreement or the relationship between the parties hereto.

Customer's Registered Office location	Governing Law	Jurisdiction and Venue	Arbitration Forum
North America (US and Canada)	The laws of State of New Jersey and the controlling United States federal law	Union County, New Jersey, USA	American Arbitration Association (AAA)

United Kingdom	The laws of England and Wales	London, United Kingdom	London Court of International Arbitration (LCIA)
Europe	The laws of Netherlands	Amsterdam, the Netherlands	London Court of International Arbitration (LCIA)
Australia, New Zealand, China, Japan, India or in one of the ASEAN Member states	The laws of Singapore	Singapore, Republic of Singapore	Singapore International Arbitration Centre (SIAC)
Middle East and Africa	The laws of United Arab Emirates.	Dubai, United Arab Emirates.	Dubai International Arbitration Centre (DIAC)
For all other regions.	The laws of State of New Jersey and the controlling United States federal law	Union County, New Jersey, USA	American Arbitration Association (AAA)

The arbitration proceedings shall in every case be in the English language in accordance with the arbitration rules and procedures of the applicable arbitration forum. The number of arbitrators in any arbitration proceedings under this clause shall be one and the arbitrators shall have substantial experience in the industry and in resolving complex commercial contract disputes. Judgment upon the award rendered in any arbitration proceedings may be entered in any court having competent jurisdiction, or an application may be made to any such court for judicial acceptance of any award and an order of enforcement.

16.3 **Injunctive Relief**: Parties agree that for certain provisions under this Agreement money damages may not be a sufficient remedy for any breach of this Agreement and that each party shall be entitled to equitable relief, including but not limited to a restraining order, specific performance injunctive or any other relief that may be available from any court of competent jurisdiction without the need to post bond or other security. Such remedies shall not be deemed to be a party's exclusive remedy for breach of this Agreement but shall be in addition to all other remedies that may be available at law or equity.

17. GENERAL PROVISIONS

17.1 **Non-solicitation**. During the term of this Agreement and for a period of one (1) year thereafter, the Customer agrees that it will not directly or indirectly solicit for employment or hire the services of any employee or personnel of GEP that is involved in the performance of the services outlined in this Agreement, without the express written consent of GEP. Notwithstanding the aforesaid, the restrictions set forth in this clause shall not apply if the solicitation is a result of general advertising, public solicitations, or job postings that are not specifically targeted at GEP's or its Affiliates' employees or personnel.

17.2 **Excused Performance.** GEP's failure to perform its obligations under this Agreement (including meeting any milestones or service levels) shall be excused if and to the extent such non- performance is caused by the failure by Customer or its contractor to perform Customer's Responsibilities as set forth under this Agreement.

17.3 **Publicity**. On signing this Agreement Customer agrees that GEP may use Customer's or its Affiliates' name and/or logo on GEP's website and/or in GEP's informational brochures

in a listing of customers. In addition, and if agreed under an Order, the Customer agrees to allow a press release upon execution of an Order, such press release to be approved in advance and prior to release by Customer. Notwithstanding the foregoing, any other use by GEP of Customer's or its Affiliates name and/or logo is subject to the prior written approval of Customer.

17.4   **Force Majeure.** Neither party shall be liable for any breach, default or delay in the performance of its obligations hereunder due to any proximate cause beyond its reasonable control, including, terrorist acts, governmental actions, war, riot, natural disasters, fires, floods, elements of nature, earthquakes and other acts of God and provided the non-performing party is without fault and the default or delay could not have been prevented by reasonable precautions (each event an event of "Force Majeure"). In any Force Majeure event, the non-performing party shall be excused from further performance or observance of the obligation(s) so affected for as long as such Force Majeure circumstances prevail, and such party continues to use commercially reasonable efforts to recommence performance or observance whenever and to whatever extent possible without delay. Any party so prevented, hindered, or delayed in its performance by Force Majeure shall promptly notify the party to whom performance is due in writing and describe in a reasonable level of detail the circumstances of such a Force Majeure event.

17.5   **No Waiver**. The failure of either party at any time to require performance of the other party or any provision hereof shall in no way affect the full right to require such performance at any time thereafter, nor shall the waiver by either party of a breach of any provision hereof be taken or held to be a waiver of the provision itself.

17.6   **Assignment**. Neither party may assign this Agreement or any of its rights and obligations therein to any individual or entity without the prior written consent of the other party except for the Assignment to its wholly owned subsidiaries, such consent not to be unreasonably withheld. Subject to the foregoing, the Agreement shall be binding upon and inure to the benefit of the parties to the Agreement and their respective legal representatives, successors and permitted assigns.

17.7   **Third Party Rights.** Each Party intends that this Agreement shall not benefit or create any right or cause of action in or on behalf of, any party or entity other than the parties to this Agreement (except expressly set out herein). **For Customers in the UK**: A person who is not a party (other as otherwise expressly set out herein, and where applicable, their successors and permitted assigns) to this Agreement shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Agreement, but this does not affect any right or remedy of a third party which exists, or is available, apart from that Act.

17.8   **Entire Agreement**. This Agreement (including the Schedules thereto) constitutes the entire agreement between the parties pertaining to the subject matter of the Services and supersedes all prior or contemporaneous discussions and understandings of the parties. No amendment, change, modification, or waiver of any of the terms of this Agreement are effective unless made in writing and executed by all parties to the Agreement.

17.9   **Counterparts**. This Agreement may be executed in any number of counterparts, and each such counterpart hereof shall be deemed to be an original instrument, but all such counterparts together shall constitute but one agreement.

17.10   **Insurance**. GEP shall maintain during the term of this Agreement an industry standard insurance policy with terms that are no less stringent than the following: (a) Commercial General Liability Insurance with minimum limits of US$1,000,000 combined single limit and combined bodily injury and property damage per occurrence and US$2,000,000 dollars in the aggregate; (b) Commercial Automobile Liability Insurance providing coverage for owned,

hired, and non-owned motor vehicles used in connection with this Agreement in an amount of not less than US$1,000,000 per accident combined single limit for bodily injury and property damage; (c) Umbrella Liability providing excess liability coverage in the minimum amount of US$5,000,000.00 per occurrence, to supplement the primary coverage provided in the policies listed above; (d) Cyber Liability Insurance, which policy also includes Professional liability insurance (Errors and Omissions Insurance), with minimum limits of US$5,000,000.00; (e) Workers Compensation Insurance covering GEP employees pursuant to applicable state laws, and at the maximum limits statutorily required for each such state; and (f) Commercial Crime Insurance including coverage for loss or damage with a minimum per event and annual aggregate limit of US$1,000,000. Upon request, GEP shall promptly furnish Customer with a certificate evidencing the coverages set forth above.

17.11 **Severability.** If, for any reason, any term, provision or part of this Agreement is invalid, illegal or cannot be enforced in any jurisdiction, all other terms, provisions or parts will remain in effect nor affect any other term, provision or part or invalidate or render unenforceable such term, provision or part in any other jurisdiction. The invalid or unenforceable part will be reformed only to the extent necessary to make it valid and enforceable and upon such determination, such reform will seek to give effect to the original intent of the parties as set out in this Agreement to the greatest extent possible.

17.12 **Survival**. On termination or expiry of this Agreement, the following sections shall continue in force: 1 (Definitions and Interpretation), 3 (License and Access Rights), 7 (Fees and Payment), 8 (Confidentiality), 9 (Ownership of Intellectual Property), 10 (Term and Termination), 14 (Limitation of Liability), 15 (Indemnification), 16 (Governing Law, Jurisdiction and Dispute Resolution); 17.1(Non-solicitation), 17.2 (Excused Performance), 17.3 (Publicity), 17.5 (No Waiver), 17.7 (Third Party Rights), and 17.11 (Severability).

17.13 **Notices**. All notices, demands or other communications required or permitted under this Agreement will be made in writing and be deemed to have been duly given (a) on the date of delivery if delivered by email, (b) three business days following being mailed by first class mail, postage paid, or (c) one business day following being sent by a nationally recognized overnight courier service, in each case addressed to the recipient at the address as recorded under the applicable Order.

17.14 **Amendment**: This Agreement may only be amended by a written document signed by both parties.

18. LIST OF SCHEDULES

The following Schedules shall be governed by, and become part of this Agreement, and is hereby incorporated by this reference.

List of Schedules

A) **Subscription Schedules**:
 	
    I.   Schedule S-1 Service Level Agreement
    II. Schedule S-2 GEP AI Addendum

B) **Data Security and Privacy Schedules**:   I.   Schedule P-1 Data Processing Agreement.

SCHEDULE S-1

SERVICE LEVEL AGREEMENT

1. **Definitions**: The following terms shall have the following meanings when used in this Schedule:

1.1. "Designated Support Contacts" means the Customer contacts who are authorized to contact GEP for Support.

1.2. "Enhancement" means a feature or functionality works in way that is different or improved from the then current Documentation. Enhancements may involve a commercial cost if the request is specific to Customer.

1.3. "Error" shall mean a defect, error, or malfunction in the Services which causes them to fail to conform to requirements of this Agreement in any material respect.

1.4. "Error Correction" shall mean a permanent modification or addition that, when made or added to the non- conforming Services, brings the operation of such non-conforming Service into conformance with this Agreement. Upgrades may constitute Error Corrections.

1.5. "Fix" shall mean a temporary software patch designed to substantially mitigate the impact of an Error, notwithstanding that the Error still exists.

1.6. "Upgrade" means a software version designed to provide a Fix and may include new feature enhancements.

1.7. "Workaround" means a temporary set of procedures that Service users may follow to circumvent or substantially mitigate the impact of an Error, notwithstanding that the Error still exists.

All other terms used in this Schedule with initial capital letters shall have the meanings given them in the Agreement.

2. **Support Services:** GEP shall provide the following Support Services:

2.1. As part of its obligations hereunder, GEP shall provide to Customer all operational and support assistance necessary to cause the Services to perform in accordance with the requirements of the Agreement and all remedial support designed to provide a Workaround or temporary Fix to an Error until the Error can be permanently corrected. GEP shall respond to and resolve Errors pursuant to the response and resolution schedule set forth in this Schedule.

2.2. GEP shall use commercially reasonable efforts to upgrade and improve the functionality and performance of the Services. At no additional cost, GEP shall provide all Upgrades to the Customer.

2.3. GEP shall promptly provide to Customer any revisions to reflect all Error Corrections and Upgrades.

3. **Support Services.** GEP shall provide Support Services twenty-four (24) hours per day, five (5) days per week, Monday through Friday via email assistance at support@gep.com, online assistance at https://success.gep.com telephone assistance to authorized Designated Support Contacts on the numbers at: https://success.gep.com/s/article/GEP-Customer-Support-Contact-Information.

4. **Scheduled Server Outages.** The Customer agrees and acknowledges that the Services may be unavailable from time to time due to a Scheduled Outage or any other situation that is not attributable

to GEP's failure to exercise due care in performing its responsibilities under this Agreement. A **"Scheduled Outage"** is the time period during which the Services are scheduled to be unavailable for use by end users due to such things as preventive maintenance or Upgrades. Scheduled Outages may occur in situations where GEP deems it necessary in order to protect its systems, facilities, interests and interests of its customers and/or third parties, including situations where GEP is responding to the threat of a computer virus, in which case GEP will use commercially reasonable efforts to notify Customer in advance prior to such unavailability.

5. **Exclusions**: For issues arising as a result of a Customer initiated activity (i.e. changes or updates to Customer's system, ERP, integrations, changes made to GEP Software® configuration etc.), GEP will field the support request, but will refer the support issue back to the Customer and support Customer to resolve the issue. The Service Levels will not apply in these cases.

6. **Service Level Warranty**: GEP warrants at least 99.9% System Availability ("Service Level Warranty").

    Availability: Availability for Services ("Availability" and/or "Available" as herein defined) which excludes Force Majeure Events, interruptions due to Customer's software or third-party service providers, including, but not limited to Customer's internet service provider, will be available to the Customer and its Licensed Users seven (7) days per week and twenty-four hours per day excluding Scheduled Outages.

    "n" is the total number of minutes in a given calendar month, exclusive of the defined maintenance window and any unplanned maintenance mutually agreed between Client and GEP to prevent or mitigate an unplanned outage or performance degradation.

    "y' is the total number of minutes Service is not Available (as defined herein as "Down Time") in a given calendar month.

    The established Availability Percentage level for this Agreement is 99.9%.

    "Availability Percentage" shall be calculated as follows:

    $$x = \frac{(n-y) * 100}{n}$$

    "x" is the Availability Percentage

7. **Service Level Credits**: If Availability falls below the agreed upon Service Level Warranty, for three (3) consecutive calendar months, GEP will provide Customer with a Service Level Credit as follows:

Service Level Warranty	Credit – Percentage of Monthly Fees of the affected module.
From 99.9% to 99%	3%
Less than 99% but greater than 98%	5%
Equal to or less than 98%	7%

These Service Level Credits will be provided to the Customer in the form of a reduction on the next invoice due to GEP by the amount of the Service Level Credit due to the Customer caused by the service interruption corresponding to the applicable period. In the event there is no future invoice due under this Agreement, the GEP shall pay such unpaid/unadjusted amounts of Service Level Credits within thirty days of written request.

*The average monthly fee amount will be equal to the quotient determined by dividing the then-current Annual Subscription Fee applicable at the time of the breach of the Service Level Warranty by twelve (12).

8. **Response/Resolution Times for Support Issues**

Severity Levels: Severity Levels are defined as follows:

Severity	Definition	Examples
Severity 1	*Service has stopped* – production use of the platform is completely stopped or so severely impacted that majority of users are affected	Application non-availability, or Significant performance degradation of the platform
Severity 2	*Service is severely impeded* - Major System features are unavailable with no acceptable workaround. Production use of the platform is continuing in certain other areas.	Buyers not able to create sourcing events or Contracts, AP users are not able to do invoicing or Invoices submitted are not getting interfaced with Customer's ERP system.
Severity 3	*Service is mildly impacted, but can function normally* - Users are able to use the platform but functionality of some features is impaired	Non-availability of certain functionality for user - User not able to locate and use "Approve" button on the UI to approve a PO, User unable to find a specific P2P document during search, data issue leading to integration error for specific documents, or a contract approval workflow is not working as intended for a specific contract
Severity 4	*No impact on Services. There are user queries relating to;* - Request information, cosmetic software defects, requests for documentation, clarification regarding the System but there is no impact on the operation of the System.	Generic functionality related questions from users, Buyer/ Supplier User Training

Response Times based on Severity Level

CASE PRIORITIZATION	TARGET		
	Support Step 1	**Support Step 2**	**Support Step 3**
Severity-1 (Critical)	1 Hour	1 Business Day	10 Business Day
Severity-2 (High)	4 Hour	1 Business Day	20 Business Day
Severity-3 (Medium)	1 Business Day	10 Business Days	45 Business Day
Severity-4 (Low)	4 Business Days	20 Business Days	As Appropriate
Definition of Support Step	Initial meaningful response. Auto Response notifications received immediately upon case logging	Workaround provided (for defects). Timeline commitments for fulfilment requests.	Permanent fix provided (for defects) or delivery of fulfilment requests. Enhancement requests are outside of SLA Targets.

9. Reporting. Reports shall be made available to the Customer with details that includes the number of cases, description of the case, status, date opened and closed and notes on the customer success portal at https://success.gep.com/s/.

Addendum - S-2

GEP SOFTWARE

AI Addendum to the MSA

This AI Addendum ("Addendum") is hereby incorporated by reference into the Master Subscription Services Agreement ("Agreement")

1. Purpose

This Addendum outlines the terms under which GEP uses artificial intelligence ("AI") technologies, including generative AI (GEN AI), in connection with the services provided to Customer under the Agreement.

2. Definitions

For the purposes of this Addendum, the following definitions apply:

"AI Solution" (or "AI") means any artificial intelligence Services or any associated model that is deployed and/or integrated into the Services, Software or Deliverables. This would include Machine Learning ("ML") and other capabilities deemed as AI. AI Solution shall include trained AI.

"Training Data" means data used to train or calibrate AI Solution, whether pre-deployment or in production, which may include Customer data, supplier data, third-party data or a combination thereof.

"Generative AI (GenAI)" means a subset of AI that is capable of generating content, such as text, code, images, or other media, based on input data or prompts.

"Customer Data" means any data, content, or information that is proprietary to the customer and is submitted by Customer at the time of using the Services.

"Anonymized Data" means Customer Data that has been processed to remove all identifiers that could reasonably be used to identify the Customer, either directly or indirectly.

"Aggregated Data" means Data resulting from the combination of data from multiple sources in a manner that prevents identification of individual data sources or subjects.

"Foundation Models" means Large-scale AI models trained on extensive datasets that can be adapted to a wide range of tasks, including but not limited to text generation, summarization, and classification.

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3. Use of AI Technologies

GEP uses AI and machine learning tools, models, and systems ("AI Tools") to deliver or enhance certain features of the Services. AI Tools may include both proprietary models and third-party services, including GEN AI models, subject to the terms of this Addendum.

4. Use of Generative AI Tools

4.1 Generative AI Use Cases: GEP uses Generative AI ("GenAI") tools—defined as AI systems capable of generating text, code, images, or other content—solely for the following purposes in relation to the Services:

- Automated generation of natural-language reports, summaries, or insights based on supply chain data
- Conversational user interfaces and chatbots for support or analytics
- Drafting recommendations or suggested actions for human review
- Code generation or automation for internal tool development and performance optimization

4.2 Model Providers: GEP uses third-party GenAI services (e.g., Azure OpenAI, Google etc.) in accordance with their applicable terms and security practices. GEP remains responsible for ensuring such use complies with the terms of this Addendum.

4.3 No Customer Data for Model Training: GEP shall not use Customer Data as training data to train or fine-tune GEN AI models unless GEP has obtained Customer's prior written consent if such use goes beyond operational improvement.

4.4 Output Monitoring and Review: GEP shall implement reasonable quality controls to review or monitor GenAI-generated content for accuracy and appropriateness in production environments.

5. Data Usage and AI Training

5.1 Operational Use Only: GEP may process Customer Data using AI Tools, including GenAI, for the sole purpose of delivering the contracted Services.

5.2 Anonymized Aggregation: GEP may use aggregated, anonymized Customer Data to improve its proprietary models and service offerings, provided no Customer-identifiable information or its specific users or its relationship with their suppliers is retained or disclosed.

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5.3 No Unauthorized Model Training:

- GEP shall not use Customer Data as training data to train foundation models or shared with any third-party including any third party GenAI providers in a way that allows them to retain or reuse the data for unrelated purposes.
- GEP shall not use Customer data to train or fine-tune proprietary AI models unless:
  a) Such data is aggregated and anonymized in accordance with this Addendum;
  b) Such use of Customer Data is mandatory to provide the services agreed under the Agreement.

6. Transparency and Explainability

- Upon prior request, GEP will furnish documentation explaining the role and limitations of AI and GenAI features in the Services, including:
  a) Which modules that are part of the service offerings involve GenAI-generated outputs
  b) Customer data anonymization techniques used for data being processed via the AI features.
- GEP acknowledges that AI generated outputs may not always be accurate, complete or suitable for all use cases. Users are encouraged to review AI- supported suggestions critically and retain full responsibility for the decisions. The AI solution includes options for users to provide feedback on AI outputs and to override or modify AI generated suggestions.
- GEP shall monitor AI solution feature performance and user feedback to improve model quality and reduce bias or error over time. Logs an summaries of AI interactions may be retained to support auditability and ensure the integrity of recommendations.

7. Customer Responsibilities and Use Restrictions

Customer acknowledges that GenAI outputs are predictive or suggestive and are not guaranteed to be accurate or complete at all times. Customer shall:

- Not rely solely on AI or GenAI outputs without appropriate validation
- Avoid uploading sensitive personal data or legally regulated information into AI solution
- Use Al or GenAI only as intended for the purpose of using the AI solution.

8. Intellectual Property:

The Parties agree that:

8.1 Ownership of Customer Data and Outputs

Customer retains all rights, title, and interest in and to Customer Data. To the extent any output generated by the Services or AI Tools is based on or derived from Customer Data, such output

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shall be deemed a derivative work of the Customer Data and owned by Customer, subject to Provider's underlying intellectual property rights in the tools used to generate such output.

8.2 GEP Technology

GEP retains all rights, title, and interest in and to its proprietary algorithms, software, GenAI systems, and tools used in connection with the Services, including any improvements thereto made during the course of providing the Services, provided such improvements do not incorporate Customer Data except as anonymized and aggregated in accordance with this Addendum.

The use of AI tools by the Customers enables GEP to enhance the software offerings including AI solutions, any such learnings from the customers use of the software shall be processed as an aggregated and anonymized data for improving the Software and any intellectual Property rights arising out of any such improvement shall be owned by GEP.

8.3 Feedback

If Customer provides feedback or suggestions regarding the use of AI or GenAI in the Services, GEP may use such feedback without restriction and without obligation to Customer, provided it does not include confidential Customer Data.

9. Compliance and Ethical Use

GEP represents that its use of AI and GenAI in the Services shall, at all times comply with applicable data protection, AI governance, transparency laws (e.g., GDPR, CPRA, EU AI Act where applicable) and then-current generally accepted artificial intelligence industry standards or other AI risk management Framework.

10. Disclaimer; Limitations of Liability

GEP makes no representation that any outputs from use of AI Solution will be accurate, complete, or reliable and disclaims all warranties related thereto. Customer should not rely on any guidance or suggestions contained in Output without independently determining their completeness and reliability. Due to the nature of AI solution, the output does not represent Provider's views.
To the maximum extent permitted by applicable law, GEP disclaims all claims and liability arising from decisions made by the Customer based on AI or GenAI-generated content.

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11. Information Security for AI tools

11.1 Security Measures

GEP shall implement and maintain industry-standard administrative, technical, and physical safeguards designed to protect Customer Data used in connection with AI and GenAI tools against unauthorized access, disclosure, or misuse. These safeguards shall include:

- Access controls and audit logging for GenAI-related operations;
- Encryption of data in transit and at rest;
- Logical Segregation of Customer Data used in AI processing;
- Endpoint and API security monitoring of GenAI interfaces.
- Implement Governance and Risk assessment for the AI models in use.

11.2 Vendor Risk Management

Where GEP uses third-party GenAI vendors or APIs, GEP shall perform reasonable diligence to ensure such vendors implement appropriate information security practices and contractual commitments, including data retention restrictions and limitations on model training using Customer Data.

11.3 Model and Output Controls

GEP shall implement technical controls to prevent the use of GenAI features for uploading or generating content containing malicious code, personal data (unless otherwise permitted under the Agreement), or confidential information not authorized for such use. Output from GenAI systems deployed in production shall be monitored and subject to review for appropriateness and data leakage risks.

11.4 Incident Response

In the event of any confirmed security incident involving Customer Data and GenAI tools, GEP shall notify Customer without undue delay, investigate the incident, mitigate its effects, and take reasonable steps to prevent recurrence, consistent with the incident response obligations under the Agreement or DPA.

12. Survival and Precedence

This Addendum shall survive termination of the Agreement as necessary to govern historical AI or GenAI use. In case of conflict, this Addendum prevails over the Agreement with respect to AI-related matters.

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Schedule - P1
To the Master Subscription Agreement
DATA PROCESSING AGREEMENT

This data processing agreement ("**DPA**") is made effective as of the Effective Date of the Master Subscription Agreement ("**DPA Effective Date**") by the GEP entity identified in the applicable Order Form ("**GEP**") and the customer identified in the applicable Order Form ("**Customer**") to amend the Master Subscription Agreement governing the use of the GEP Application by Customer ("**Agreement**").

This DPA is incorporated into and subject to the Agreement and reflects the parties' agreement with respect to the processing of personal data under the Agreement.

1.   DEFINITIONS

1.1 The following terms shall have the meanings ascribed for purposes of this DPA:

"**Data Protection Laws**" means any applicable data protection or privacy Laws that apply to the processing of Subscriber Personal Data under the Agreement, including but not limited to the EU General Data Protection Regulation (2016/679) ("**GDPR**"), UK General Data Protection Regulation ("**UK GDPR**"), the UK Data Protection Act 2018, the Swiss Federal Act on Data Protection of June 1992 ("**Swiss DPA**"), the Brazilian General Law of Personal Data Protection, or the California Consumer Privacy Act, Cal. Civ. Code § 1798.100 et seq., as amended by the California Privacy Rights Act of 2020, and its implementing regulations ("**CCPA**").

"**Data Transfer Agreement**" means a standard agreement for the cross-border transfer of Personal Data outside either a region or a country issued by a competent Governmental Authority, including, but not limited to, and as applicable, the (i) standard agreement set out in Resolution 198/2023 of the Agency for Access to Public Information of Argentina on transfers of personal data from Argentina to third countries; (ii) standard contractual clauses pursuant to Resolution 19/2024 of the Ministry of Justice and Public Security of Brazil and the National Data Protection Authority of Brazil on transfers of personal data from Brazil to third countries; (iii) standard contractual clauses approved by the Cyberspace Administration of China on 24 February 2023 effective 1 June 2023 on transfers of personal data from China to third countries; (iv) European Commission standard contractual clauses for the transfer of personal data to third countries pursuant to Regulation (EU) 2016/679; (v) the UK addendum to the Standard Contractual Clauses for International Transfers pursuant to Section 119A of the UK Data Protection Act 2018.

"**EU Art. 28 Standard Contractual Clauses**" means the standard contractual clauses approved by the European Commission for compliance with Article 28(3) and (4) of the GDPR between controllers and processors as authorized under Article 28(7) of the GDPR and set out at Appendix 3 of the DPA as well as any amendments, replacements or other supplementing provisions.

"**Governmental Authority**" means and includes all governmental, legislative, executive, judicial, quasi-judicial, and regulatory bodies, local governments, agencies, departments or entities, including data protection and supervisory authorities, and any industry-self regulatory bodies.

"**Laws**" means legislation, laws, rules, regulations or any subordinate legislation and/or judgments, opinions, orders, notices, guidance, or decisions of Governmental Authorities, in each case, as these may be repealed, re-enacted, amended, overruled or replaced from time to time.

"**Subscriber Personal Data**" means any personal data (including any sensitive personal data) of users that GEP, its employees, agents or sub-contractors process on behalf of Customer in performing GEP's obligations under or in connection with the Agreement.

The terms "**controller**", "**processor**", "**data subject**", "**personal data**", "**personal data breach**", "**processing**", "**supervisory authority**", and "**sensitive personal data**" or "**special categories of data**" (used lowercase throughout) or analogous such terms shall have the same meanings ascribed to them under Data Protection Laws.

1.2 Capitalized terms not defined in this Article 1 shall have the meaning ascribed to them elsewhere in the Agreement.

1.3 To the extent that the terms contained in this DPA conflict with those contained elsewhere in the Agreement, the terms contained in this DPA shall control to the extent of such conflict. In the event of any conflict or inconsistency between this DPA and any the EU Art. 28 Standard Contractual Clauses or a Data Transfer Agreement, as applicable, the relevant EU Art. 28 Standard Contractual Clauses or Data Transfer Agreement shall prevail.

1.4 Customer's signature on the Order Form shall be deemed to constitute signature and acceptance of the DPA and, as applicable, the EU Standard Contractual Clauses or Data Transfer Agreement referred to in this DPA and their Annexes.

2. GENERAL OBLIGATIONS

2.1 In the course of providing the Services to Customer pursuant to the Agreement, GEP will process Subscriber Personal Data on behalf of Customer and the parties agree to comply with the following provisions with respect to any Subscriber Personal Data.

2.2 Customer is a controller and GEP is a processor of Subscriber Personal Data.

2.3 GEP will:

(a) comply with all of its obligations relating to Subscriber Personal Data that apply to it (1) as a processor under Data Protection Laws, and (2) under or in connection with this Agreement, and in the case whether Customer is located in an EEA member state, the UK or Switzerland, with the EU Art. 28 Standard Contractual Clauses attached to this DPA at Appendix 3. and

(b) provide reasonable assistance to Subscriber to enable it to comply with its obligations as a data controller under Data Protection Laws;

(c) only process Subscriber Personal Data in accordance with Customer's documented instructions as contained in the Agreement, including to provide the Service, unless otherwise required or permitted by applicable Law;

(d)   process Subscriber Personal Data as described in Appendix 1 (Details of the Processing) to this DPA; and

(e)   implement appropriate technical and organizational measures to safeguard Subscriber Personal Data, taking into account the state of the art, cost of implementation, and the nature, scope, context and purposes of the progressing appropriate to the risk, including those measures set out in Appendix 2 (Technical and Organizational Measures) to this DPA.

2.4 Customer shall:

(a)   comply with all of its obligations relating to the processing of Subscriber Personal Data in its use of the Services that apply to it (1) as a controller under Data Protection Laws or (2) under or in connection with this Agreement, including those in the relevant Appendices;

(b) instruct and ensure that such instructions for the processing of Subscriber Personal Data meet all relevant legal requirements applicable to it as a controller under applicable Data Protection Laws, GEP to:
   (i)   process Subscriber Personal Data; and

   (ii)   in particular, transfer Subscriber Personal Data to any country or territory as reasonably necessary for the provision of the Services and consistent with the Agreement;

(c)   warrant and represent that it is and will at all relevant times remain duly and effectively authorized to give the instruction set out in section 2.4(b); and

(d) be solely responsible for the accuracy, quality, and legality of Subscriber Personal Data and ensure that it has all necessary authorizations, consent or permissions, as applicable, necessary for GEP to process Subscriber Personal Data.

2.5 Appendix 1 (Details of the Processing) to this DPA sets out certain information regarding GEP's processing of the Subscriber Personal Data. The parties may agree to make reasonable amendments to Appendix 1 as reasonably considered necessary to meet their obligations under applicable Data Protection Laws. Nothing in Appendix 1 (including as amended pursuant to this section 2.5) confers any right or imposes any obligation on any party to this Agreement.

3.   COUNTRY/REGION SPECIFIC PROVISIONS

3.1 **For Customers in an EEA Member State, Switzerland or the UK:** Where GEP processes Subscriber Personal Data on behalf of Customer, GEP will do so in accordance with the EU Art. 28 Standard Contractual Clauses as set out in Appendix 3.

3.2 **For Customers in Israel, Kazakhstan, Monaco, Qatar, Saudi Arabia, Serbia and Türkiye (in addition to the "General Provisions" above:** GEP will:
(A) on request by the Customer, including within 30 days following expiry or termination of GEP provision of the Service, at the choice of Customer, delete or return to Customer without undue delay the Subscriber Personal Data processed by GEP on behalf of the Customer under the Agreement, unless GEP is required or permitted to retain such Subscriber Personal Data pursuant to applicable Law;

(B) on reasonable request from the Customer, make such information available to Customer to demonstrate GEP's compliance with this DPA and applicable Data Protection Laws;

(C) to the extent required by applicable Data Protection Laws, (i) notify the Customer of any breaches of GEP's security that affect the Subscriber Personal Data processed by GEP on behalf of the Customer without undue delay after GEP becomes aware of such breach, and (ii) where appropriate, take measures to mitigate the possible adverse effects of such breach; and

(D) to the extent required by applicable Data Protection Laws, provide reasonable assistance to the Customer in connection with its requirements under such applicable Data Protection Laws.

(E) The Customer acknowledges that GEP is subject to laws in third countries which may require GEP to process Subscriber Personal Data. To the best of its knowledge, such third country laws will not impact GEP's compliance with applicable Data Protection Laws.

3.3 **For Customers in Türkiye**: Within the scope of this Agreement, Subscriber Personal Data are transferred outside of Türkiye in compliance with the provisions of the Law on the Protection of Personal Data dated 24/3/2016 and numbered 6698 ("Law") and the Regulation on the procedures and Principles for Transfer of Personal Data Abroad, entered into force by being published in the Official Gazette dated 10/7/2024 and numbered 32598 ("Regulation"). When transferring personal data abroad, the Customer and GEP act in accordance with the requirements specified in Article 9 of the Law and the Regulation and appropriate safeguards for the transfer of personal data abroad, including the ability for the data subject to exercise their rights and seek effective legal remedies in the country where the transfer will take place, in accordance with Article 9(4) of the Law are provided.

3.4 **For Customer in the USA Subject to the CCPA**: If GEP is processing Subscriber Personal Data subject to the CCPA ("**CCPA Data**"), GEP makes the following additional commitments to the Customer. GEP will process CCPA Data on behalf of the Customer and will not retain, use, or disclose CCPA Data for any purpose other than for the purposes set out in this DPA and as permitted under the CCPA, including under any "sale" exemption. In no event will GEP "sell" or "share" (as those terms are defined in the CCPA) any CCPA Data. GEP (a) will not combine CCPA Data that GEP receives from, or on behalf of, the Customer with personal data that GEP receives from, or on behalf of, another person or persons, or collects from its own interaction with a consumer, provided that GEP may combine CCPA Data to perform any business purpose as defined in regulations adopted pursuant to the CCPA; (b) grants the Customer the right to take reasonable and appropriate steps to help ensure that GEP uses CCPA Data in a manner consistent with the Customer's obligations under the CCPA; (c) shall notify the Customer in the event that GEP determines it can no longer meet its obligations under the CCPA; and (d) grants Customer the right, upon notice, to take reasonable and appropriate steps to stop and remediate unauthorized use of CCPA Data.

4. CROSS BORDER DATA TRANSFERS

4.1 GEP is certified to the EU-U.S. and the Swiss-U.S. Data Privacy Frameworks ("Frameworks") and agrees to maintain its certification for the term of this Agreement. In the event, that the Frameworks are superseded or invalidated for any purpose by a competent Government Authority, GEP agrees to enter into an European Commission approved Data Transfer Agreement.

4.2 Depending on the location of Customer, GEP will also enter in an applicable approved Data Transfer Agreement as follows:

(a) For transfers of Personal Data from **United Kingdom** to third countries that have not been approved for such transfers, , the UK International Data Transfer Agreement set out in Appendix 4 of this DPA;

(b) For transfers of Personal Data from **Argentina** to third countries, the relevant provisions contained in the Argentinian Standard Contractual Clauses shall apply to the extent applicable and are incorporated by reference and shall be an integral part of this DPA (available at https://www.boletinoficial.gob.ar/detalleAviso/primera/296189/20231018);

(c) For transfers of Personal Data from **Brazil** to third countries, the relevant provisions contained in the Brazilian Standard Contractual Clauses shall apply to the extent applicable and are incorporated by reference and shall be an integral part of this DPA (available at https://www.in.gov.br/en/web/dou/-/resolucao-cd/anpd-n-19-de-23-de-agosto-de-2024-580095396);

(d) For transfers of Personal Data from **Mainland China** to third countries, the relevant provisions contained in the Chinese Standard Contractual Clauses shall apply to the extent applicable and are incorporated by reference and shall be an integral part of this DPA (available at https://www.cac.gov.cn/2024-03/22/c_1712783131692707.htm); and

(e) For transfers of Personal Data from **Saudi Arabia** to third countries, the relevant provisions contained in the Saudi Arabian Standard Contractual Clauses shall apply to the extent applicable and are incorporated by reference and shall be an integral part of this DPA (available at: https://dgp.sdaia.gov.sa/wps/wcm/connect/016534ff-df3b-4bf4-80d7-d7145f41a926/Standard+Contractual+Clauses+For+Personal+Data+Transfer.pdf?MOD=AJPERES&CONVERT_TO=url&CACHEID=ROOTWORKSPACE-016534ff-df3b-4bf4-80d7-d7145f41a926-p77ZzL1).

(f) For transfers of Personal Data from **Hong Kong** to third countries the relevant provisions contained in the **Hong Kong recommended model contractual clauses** shall apply to the extent applicable and are incorporated by reference and shall be an integral part of this DPA

(g) For transfers of Personal Data from **Singapore** to third countries the relevant provisions contained in the Singapore **ASEAN Model Contractual clauses for cross border data flow** shall apply to the extent applicable and are incorporated by reference and shall be an integral part of this DPA.

4.3 The parties may remove, amend, supplement, or add new international transfer tools, as required under applicable Data Protection Laws.

Appendix 1
to Data Processing Agreement – Details of the Processing

<u>Name of Service Provider's Data Protection Officer or Person Responsible for Data Privacy</u>

GEP has assigned a Privacy Committee responsible for privacy related concerns. The committee may be reached at Privacy@GEP.com.

<u>Subject Matter of the Processing Operations</u>

Processing by GEP of Customer Personal Data in connection with the delivery of its Services under the Agreement.

<u>Data Subjects</u>

Customer employees
Customer third party suppliers; contractors

<u>Categories of Data</u>

Full Name
Business Email Address
Business Phone Number
Business Physical Address

<u>Sensitive Data</u>

For those Customers subject to the CCPA: Account Log-In and Password

<u>International Transfers</u>

US, India, Canada, UK, EU, Brazil, Costa Rica and Mexico

List of Sub-Processors (GEP and its Affiliates)

##	Name	Address	Contact details	Description of the processing (including a clear delimitation of responsibilities in case several sub-processors are authorized):
1	NB Ventures, Inc. d/b/a GEP	100 Walnut Avenue, Suite 304, Clark, NJ 07066	Privacy@gep.com	Customer Support and engineering services for GEP SaaS platform
2	GEP Solutions Pvt. Ltd	Building No. 3, (Floors 10, 11, 12, 13) Gigaplex, Airoli Knowledge Park, Airoli (W), Navi, Mumbai – 400708Maharashtra State , India	Privacy@gep.com	Customer Support and engineering services for GEP SaaS platform
		14th Floor, Building No. 12D, Sundew Properties Ltd , SEZ, Madhapur, Serilingampally, Hyderabad – 500081 Andhra Pradesh India		
		Bearing No 368/1B, IndiQube Emerald, Thudiyalur Road,		

		Vasantham Nagar, Saravanampatti, Coimbatore, Coimbatore, Tamil Nadu, 641035 India.		
3	GLOBAL ePROCURE SRO	Andel Park, Radlicka 3201/14, Smichov, Praha 5, 150 00 Czech Republic	Privacy@gep.com	Customer Support and engineering services for GEP SaaS platform.
4	GEP Solutions Romania SRL	Scala Center, Strada Someșului 34-36, Cluj-Napoca 400145, Romania	Privacy@gep.com	Customer Support and engineering services for GEP SaaS platform
5	GEP Netherlands B.V.	Wespeerstraat 61 - 105, Amsterdam, 1018 VN, Netherlands	Privacy@gep.com	Customer Support and engineering services for GEP SaaS platform
6	GEP de Costa Rica SA	Lindora Park, Edificio B, Primer piso. Pozos de Santa Ana, San Jose, Costa Rica	Privacy@gep.com	Customer Support and engineering services for GEP SaaS platform
7	G.E.P. Canada Pvt. Ltd.	181 Bay Street, Suite 1800, Toronto, ON M5J 2T9	Privacy@gep.com	Customer Support and engineering services for GEP SaaS platform
8	Global eProcure Limited	1st Floor, 24 Cornhill, London EC3V 3ND	Privacy@gep.com	Customer Support and engineering services for GEP SaaS platform
9	Global eProcure Servicos Ltda.	Avenida Doutora Ruth Cardoso, n° 8501, escritório 171, Pinheiros, São Paulo/SP, CEP 05425-070	Privacy@gep.com	Customer Support and engineering services for GEP SaaS platform
10	GEP de Mexico S.de R.L. de C.V.,	Insurgentes Sur #730, Segundo piso Colonia Del Valle 03100, Ciudad de México, México	Privacy@gep.com	Customer Support and engineering services for GEP SaaS platform

List of Third Party Sub-processors

Sr #	Name of the sub-processor	Applicable Products or Services	Corporate Location	Nature and Purpose of Processing	Contact
1	Microsoft Corporation	Azure Cloud Services	3635 156th Ave NE, Redmond, WA, USA.	Cloud services for hosting GEP Software	privacy.microsoft.com
2	Zeronsec	Zeronsec	3rd Floor, Sanjeevani Complex, Ambawadi, Joshipura, Junagad	Security logs monitoring	Deepak Vagadiya, Director Zeronsec, dipak.v@zeronsec.com
3	Salesforce, Inc.	Salesforce	500 14th St, Denver, Colorado 80202, USA	Ticketing software for recording cases raised by users.	privacy@salesforce.com or datasubjectrequest@salesforce.com
4	Akamai Technologies, Inc.	Akamai CDN	145 Broadway, Cambridge, MA 02142, USA	Content delivery network (CDN)	privacy@akamai.com
5	New Relic, Inc.	New Relic APM	188 Spear Street, Suite 1000, San Francisco, CA 94105, USA	Application performance monitoring and analytics.	privacy@newrelic.com
6	Cloudmersive, LLC	Cloudmersive	4695 Chabot Drive, Suite 200 Pleasanton, California 94588, United States	Malware analysis of uploaded files and file security validation	1-415-234-7421
7	Octopus Deploy Pty Ltd	Octopus Deploy	Level 4, 199 Grey Street, South Brisbane, QLD 4101, Australia	Deployment automation and DevOps tools.	security@octopus.com
8	Zoho Corporation	Site 24/7	Estancia IT Park, Vallancheri, Tamil Nadu, India	Application and website monitoring.	privacy@zohocorp.com
9	GitHub Inc, (a subsidiary of Microsoft Corp)	Github Enterprise	88 Colin P Kelly Jr Street, San Francisco, CA 94107, USA	Source code management and collaboration.	dpo@github.com
10	Twilio Inc	SendGrid	101 Spear Street, First Floor, San Francisco, CA 94105, USA	Email delivery and communication platform.	privacy@twilio.com
11	MongoDB Inc.	Atlas MongoDB	1633 Broadway, 38th Floor, New	Cloud-based database management.	privacy@mongodb.com

			York, NY 10019, USA		
12	DigiCert	DNSMadeEasy	2801 North Thanksgiving Way Suite 500 Lehi, Utah 84043	Managed DNS service	support@digicert.com
13	Cloudflare	Routing Services	101 Townsend Street, San Francisco, CA 94107, USA	Content delivery network (CDN)	privacyquestions@cloudflare.com
14	Elasticsearch, Inc.	Elastic Cloud	88 Kearny Street, Floor 19, San Francisco, CA 94108, USA	Search and analytics engine (e.g., Elasticsearch).	privacy@elastic.com
16	Pagerduty	Call Manager	600 Townsend Street, Suite 200, San Francisco, CA 94103, USA	Incident response and alerting platform.	privacy@pagerduty.com
17	AWS	Cloud Services for Marketing	410 Terry Avenue North, Seattle, WA 98109, USA	Cloud services for hosting GEP Marketing website	aws.amazon.com
18	Atlassian	Jira	341 George Street, Sydney, NSW 2000, Australia	Project management tool	1800 202 0122

Appendix 2

Technical and Organizational Measures:

Technical and Organizational Measures ("Measures") are outlined to establish the framework within which GEP agrees to operate in accordance with the terms set forth herein. GEP acknowledges that there are diverse approaches to achieving each Measure, and while flexibility is permitted, GEP is bound to adhere to the principles and requirements outlined herein. It is expressly understood that these Measures supplement, rather than replace, These Measures are aligned with recognized standards such as SSAE 18 and ISO 27001. GEP is obligated to meticulously document the rationale behind any deviations from these Measures. Importantly, nothing in these Measures shall diminish or alter GEP's obligations under this Agreement or any applicable Data Protection Law. GEP's existing policies and procedures and shall be construed to constitute the minimum standards necessary to ensure compliance with applicable Data Protection Laws.

Access Control:

GEP agrees to implement and maintain centralized access control mechanisms designed to restrict access to information systems and Data controllers' Personal Data contained therein, exclusively to authorized individuals as delineated in this Agreement. GEP further agrees to conduct periodic reviews of user access privileges and enforce strong password policies in accordance with industry standards and best practices.

Asset Management:

GEP shall establish and uphold a comprehensive asset management program encompassing asset tracking systems and processes. This program shall facilitate effective management and tracking of all computing devices utilized in the processing of Data controllers' Personal Data. GEP shall ensure that all such devices are appropriately labeled, documented, and kept up to date.

Security Management:

GEP commits to maintaining security operations, including comprehensive audit logging, security alert procedures, incident management protocols, and timely resolution of security issues. GEP shall maintain detailed records of security incidents and their resolutions, ensuring transparency and accountability.

Security Architecture and Engineering:

GEP shall adhere to industry best practices and standards for security architecture and engineering, including the implementation of security controls throughout the software development lifecycle. GEP shall conduct regular vulnerability assessments, implement patch management processes, deploy anti-virus software with frequent updates, and engage in regular third-party penetration testing.

Encryption and Cryptography:

GEP agrees to implement and maintain encryption measures for all sensitive data, including personally identifiable information (PII) and personal health information (PHI). Encryption shall be applied both in transit and at rest, utilizing industry-standard encryption algorithms approved by Data controllers.

Physical Security:

GEP shall implement stringent physical security measures to safeguard critical IT infrastructure and prevent unauthorized access. GEP shall deploy environmental controls to mitigate risks of damage due to environmental factors. Surveillance cameras shall be installed and maintained to monitor and record activities within sensitive areas.

Security Assessment and Testing:

GEP shall conduct regular security assessments and testing to identify and remediate vulnerabilities in its systems and applications. GEP shall engage independent third-party entities to perform annual penetration testing of internet-facing systems, ensuring a thorough evaluation of security posture.

Identity and Access Management (IAM):

GEP agrees to implement and maintain identity and access management controls, including user provisioning processes, periodic access reviews, and multifactor authentication mechanisms. GEP shall enforce strict controls to manage user access to information systems and Data controllers' Personal Data.

Software Development Security:

GEP shall adhere to industry best practices for software development security, encompassing secure coding practices, vulnerability management, and secure configuration management. GEP shall conduct regular code reviews, implement secure coding guidelines, and utilize automated security testing tools to identify and remediate security vulnerabilities.

Compliance & Privacy:

GEP acknowledges its obligation to comply with all applicable Data Protection Laws and regulations governing the processing of Personal Data in accordance with eh applicable data protection laws. GEP shall maintain Data controllers as the legal owners of their Personal Data and shall not transfer or disclose such data to any third party without explicit authorization. GEP agrees to maintain adequate insurance coverage for business interruption, errors and omissions, and professional liability, consistent with industry standards and contractual obligations.

Appendix 3

to the Data Processing Agreement

Controller Processor (Art. 28 GDPR)

STANDARD CONTRACTUAL CLAUSES

<u>SECTION I</u>

Clause 1

Purpose and scope

(a)   The purpose of these Standard Contractual Clauses (the Clauses) is to ensure compliance with Article 28(3) and (4) of 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.

(b)   The controllers and processors listed in Annex I have agreed to these Clauses in order to ensure compliance with Article 28(3) and (4) of Regulation (EU) 2016/679 and/or Article 29 (3) and (4) Regulation (EU) 2018/1725.

©   These Clauses apply to the processing of personal data as specified in Annex II.

(d)   Annexes I to IV are an integral part of the Clauses.

©   These Clauses are without prejudice to obligations to which the controller is subject by virtue of Regulation (EU) 2016/679 and/or Regulation (EU) 2018/1725.

(f)   These Clauses do not by themselves ensure compliance with obligations related to international transfers in accordance with Chapter V of Regulation (EU) 2016/679 and/or Regulation (EU) 2018/1725.

Clause 2

Invariability of the Clauses

(a)   The Parties undertake not to modify the Clauses, except for adding information to the Annexes or updating information in them.

(b)   This does not prevent the Parties from including the standard contractual clauses laid down in these Clauses in a broader contract, or from adding other clauses or additional safeguards provided that they do not directly or indirectly contradict the Clauses or detract from the fundamental rights or freedoms of data subjects.

Clause 3

Interpretation

(a)   Where these Clauses use the terms defined in Regulation (EU) 2016/679 or Regulation (EU) 2018/1725 respectively, those terms shall have the same meaning as in that Regulation.

(b)   These Clauses shall be read and interpreted in the light of the provisions of Regulation (EU) 2016/679 or Regulation (EU) 2018/1725 respectively.

©   These Clauses shall not be interpreted in a way that runs counter to the rights and obligations provided for in Regulation (EU) 2016/679 / Regulation (EU) 2018/1725 or in a way that prejudices the fundamental rights or freedoms of the data subjects.

Clause 4

Hierarchy

In the event of a contradiction between these Clauses and the provisions of related agreements between the Parties existing at the time when these Clauses are agreed or entered into thereafter, these Clauses shall prevail.

Clause 5 – Optional

Docking clause

(a)   Any entity that is not a Party to these Clauses may, with the agreement of all the Parties, accede to these Clauses at any time as a controller or a processor by completing the Annexes and signing Annex I.

(b)   Once the Annexes in (a) are completed and signed, the acceding entity shall be treated as a Party to these Clauses and have the rights and obligations of a controller or a processor, in accordance with its designation in Annex I.

©   The acceding entity shall have no rights or obligations resulting from these Clauses from the period prior to becoming a Party.

SECTION II – OBLIGATIONS OF THE PARTIES

Clause 6

Description of processing(s)

The details of the processing operations, in particular the categories of personal data and the purposes of processing for which the personal data is processed on behalf of the controller, are specified in Annex II.

Clause7

Obligations of the Parties

7.1. Instructions

(a)   The processor shall process personal data only on documented instructions from the controller, unless required to do so by Union or Member State law to which the processor is subject. In this case, the processor shall inform the controller of that legal requirement before processing, unless the law prohibits this on important grounds of public interest. Subsequent instructions may also be given by the controller throughout the duration of the processing of personal data. These instructions shall always be documented.

(b)   The processor shall immediately inform the controller if, in the processor's opinion, instructions given by the controller infringe Regulation (EU) 2016/679 / Regulation (EU) 2018/1725 or the applicable Union or Member State data protection provisions.

7.2. Purpose limitation

The processor shall process the personal data only for the specific purpose(s) of the processing, as set out in Annex II, unless it receives further instructions from the controller.

7.3. Duration of the processing of personal data

Processing by the processor shall only take place for the duration specified in Annex II.

7.4. Security of processing

(a)   The processor shall at least implement the technical and organisational measures specified in Annex III to ensure the security of the personal data. This includes protecting the data against a breach of security leading to accidental or unlawful destruction, loss, alteration, unauthorised disclosure or access to the data (personal data breach). In assessing the appropriate level of security, the Parties shall take due account of the state of the art, the costs of implementation, the nature, scope, context and purposes of processing and the risks involved for the data subjects.

(b)   The processor shall grant access to the personal data undergoing processing to members of its personnel only to the extent strictly necessary for implementing, managing and monitoring of the contract. The processor shall ensure that persons authorised to process the personal data received have committed themselves to confidentiality or are under an appropriate statutory obligation of confidentiality.

7.5. Sensitive data

If the processing involves personal data revealing racial or ethnic origin, political opinions, religious or philosophical beliefs, or trade union membership, genetic data or biometric data for the purpose of uniquely identifying a natural person, data concerning health or a person's sex life or sexual orientation, or data relating to criminal convictions and offences ("sensitive data"), the processor shall apply specific restrictions and/or additional safeguards.

7.6 Documentation and compliance

(a)   The Parties shall be able to demonstrate compliance with these Clauses.

(b)   The processor shall deal promptly and adequately with inquiries from the controller about the processing of data in accordance with these Clauses.

©   The processor shall make available to the controller all information necessary to demonstrate compliance with the obligations that are set out in these Clauses and stem directly from Regulation (EU) 2016/679 and/or Regulation (EU) 2018/1725. At the controller's request, the processor shall also permit and contribute to audits of the processing activities covered by these Clauses, at reasonable intervals or if there are indications of non-compliance. In deciding on a review or an audit, the controller may take into account relevant certifications held by the processor.

(d)   The controller may choose to conduct the audit by itself or mandate an independent auditor. Audits may also include inspections at the premises or physical facilities of the processor and shall, where appropriate, be carried out with reasonable notice.

©   The Parties shall make the information referred to in this Clause, including the results of any audits, available to the competent supervisory authority/ies on request.

7.7. Use of sub-processors

(a)   The processor has the controller's general authorisation for the engagement of sub-processors from an agreed list. The processor shall specifically inform in writing the controller of any intended changes of that list through the addition or replacement of sub-processors at least 90 days in advance, thereby giving the controller sufficient time to be able to object to such changes prior to the engagement of the concerned sub-processor(s). The processor shall provide the controller with the information necessary to enable the controller to exercise the right to object.

(b)   Where the processor engages a sub-processor for carrying out specific processing activities (on behalf of the controller), it shall do so by way of a contract which imposes on the sub-processor, in substance, the same data protection obligations as the ones imposed on the data processor in accordance with these Clauses. The processor shall ensure that the sub-processor complies with the obligations to which the processor is subject pursuant to these Clauses and to Regulation (EU) 2016/679 and/or Regulation (EU) 2018/1725.

©   At the controller's request, the processor shall provide a copy of such a sub-processor agreement and any subsequent amendments to the controller. To the extent necessary to protect business secret or other confidential information, including personal data, the processor may redact the text of the agreement prior to sharing the copy.

(d)   The processor shall remain fully responsible to the controller for the performance of the sub-processor's obligations in accordance with its contract with the processor. The processor shall notify the controller of any failure by the sub-processor to fulfil its contractual obligations.

(c)   The processor shall agree a third party beneficiary clause with the sub-processor whereby – in the event the processor has factually disappeared, ceased to exist in law or has become insolvent – the controller shall have the right to terminate the sub-processor contract and to instruct the sub-processor to erase or return the personal data.

7.8. International transfers

(a)   Any transfer of data to a third country or an international organisation by the processor shall be done only on the basis of documented instructions from the controller or in order to fulfil a specific requirement under Union or Member State law to which the processor is subject and shall take place in compliance with Chapter V of Regulation (EU) 2016/679 or Regulation (EU) 2018/1725.

(b)   The controller agrees that where the processor engages a sub-processor in accordance with Clause 7.7. for carrying out specific processing activities (on behalf of the controller) and those processing activities involve a transfer of personal data within the meaning of Chapter V of Regulation (EU) 2016/679, the processor and the sub-processor can ensure compliance with Chapter V of Regulation (EU) 2016/679 by using standard contractual clauses adopted by the Commission in accordance with of Article 46(2) of Regulation (EU) 2016/679, provided the conditions for the use of those standard contractual clauses are met.

Clause 8

Assistance to the controller

(a)   The processor shall promptly notify the controller of any request it has received from the data subject. It shall not respond to the request itself, unless authorised to do so by the controller.

(b)   The processor shall assist the controller in fulfilling its obligations to respond to data subjects' requests to exercise their rights, taking into account the nature of the processing. In fulfilling its obligations in accordance with (a) and (b), the processor shall comply with the controller's instructions

(c)   In addition to the processor's obligation to assist the controller pursuant to Clause 8(b), the processor shall furthermore assist the controller in ensuring compliance with the following obligations, taking into account the nature of the data processing and the information available to the processor:

(1)   the obligation to carry out an assessment of the impact of the envisaged processing operations on the protection of personal data (a 'data protection impact assessment') where a type of processing is likely to result in a high risk to the rights and freedoms of natural persons;

(2)   the obligation to consult the competent supervisory authority/ies prior to processing where a data protection impact assessment indicates that the processing would result in a high risk in the absence of measures taken by the controller to mitigate the risk;

(3)   the obligation to ensure that personal data is accurate and up to date, by informing the controller without delay if the processor becomes aware that the personal data it is processing is inaccurate or has become outdated;

(4)   the obligations in Article 32 Regulation (EU) 2016/679.

(d)   The Parties shall set out in Annex III the appropriate technical and organisational measures by which the processor is required to assist the controller in the application of this Clause as well as the scope and the extent of the assistance required.

Clause 9

Notification of personal data breach

In the event of a personal data breach, the processor shall cooperate with and assist the controller for the controller to comply with its obligations under Articles 33 and 34 Regulation (EU) 2016/679 or under Articles 34 and 35 Regulation (EU) 2018/1725, where applicable, taking into account the nature of processing and the information available to the processor.

9.1 Data breach concerning data processed by the controller

In the event of a personal data breach concerning data processed by the controller, the processor shall assist the controller:

(a)   in notifying the personal data breach to the competent supervisory authority/ies, without undue delay after the controller has become aware of it, where relevant/(unless the personal data breach is unlikely to result in a risk to the rights and freedoms of natural persons);

(b)   in obtaining the following information which, pursuant to Article 33(3) Regulation (EU) 2016/679, shall be stated in the controller's notification, and must at least include:

(1)   the nature of the personal data including where possible, the categories and approximate number of data subjects concerned and the categories and approximate number of personal data records concerned;

(2)   the likely consequences of the personal data breach;

(3)   the measures taken or proposed to be taken by the controller to address the personal data breach, including, where appropriate, measures to mitigate its possible adverse effects.

Where, and insofar as, it is not possible to provide all this information at the same time, the initial notification shall contain the information then available and further information shall, as it becomes available, subsequently be provided without undue delay.

(c)   in complying, pursuant to Article 34 Regulation (EU) 2016/679, with the obligation to communicate without undue delay the personal data breach to the data subject, when the personal data breach is likely to result in a high risk to the rights and freedoms of natural persons.

9.2 Data breach concerning data processed by the processor

In the event of a personal data breach concerning data processed by the processor, the processor shall notify the controller without undue delay after the processor having become aware of the breach. Such notification shall contain, at least:

(a)   a description of the nature of the breach (including, where possible, the categories and approximate number of data subjects and data records concerned);

(b)   the details of a contact point where more information concerning the personal data breach can be obtained;

(c)   its likely consequences and the measures taken or proposed to be taken to address the breach, including to mitigate its possible adverse effects.

Where, and insofar as, it is not possible to provide all this information at the same time, the initial notification shall contain the information then available and further information shall, as it becomes available, subsequently be provided without undue delay.
The Parties shall set out in Annex III all other elements to be provided by the processor when assisting the controller in the compliance with the controller's obligations under Articles 33 and 34 of Regulation (EU) 2016/679.

<u>**SECTION III – FINAL PROVISIONS**</u>

Clause 10
__Non-compliance with the Clauses and termination__

(a)   Without prejudice to any provisions of Regulation (EU) 2016/679 and/or Regulation (EU) 2018/1725, in the event that the processor is in breach of its obligations under these Clauses, the controller may instruct the processor to suspend the processing of personal data until the latter complies with these Clauses or the contract is terminated. The processor shall promptly inform the controller in case it is unable to comply with these Clauses, for whatever reason.

(b)   The controller shall be entitled to terminate the contract insofar as it concerns processing of personal data in accordance with these Clauses if:

(1)   the processing of personal data by the processor has been suspended by the controller pursuant to point (a) and if compliance with these Clauses is not restored within a reasonable time and in any event within one month following suspension;

(2)   the processor is in substantial or persistent breach of these Clauses or its obligations under Regulation (EU) 2016/679 and/or Regulation (EU) 2018/1725;

(3) the processor fails to comply with a binding decision of a competent court or the competent supervisory authority/ies regarding its obligations pursuant to these Clauses or to Regulation (EU) 2016/679 and/or Regulation (EU) 2018/1725.

(c) The processor shall be entitled to terminate the contract insofar as it concerns processing of personal data under these Clauses where, after having informed the controller that its instructions infringe applicable legal requirements in accordance with Clause 7.1 (b), the controller insists on compliance with the instructions.

(d) Following termination of the contract, the processor shall, at the choice of the controller, delete all personal data processed on behalf of the controller and certify to the controller that it has done so, or, return all the personal data to the controller and delete existing copies unless Union or Member State law requires storage of the personal data. Until the data is deleted or returned, the processor shall continue to ensure compliance with these Clauses.

ANNEX I

LIST OF PARTIES

Controller(s):
Name: Customer details identified in the applicable Order Form
Contact person's name, position and contact details: see details in the Order Form
Signature and date: As set out in the Order Form

Processor(s):
Name: The GEP entity set out in the Order Form
Address:
Contact person's name, position and contact details: See details in the Order Form: See Appendix 1 (Details of the Processing) to the DPA
Signature and date: As set out in the Order Form

ANNEX II: DESCRIPTION OF THE PROCESSING

Categories of data subjects whose personal data is processed
- See Appendix 1 (Details of the Processing) to the DPA

Categories of personal data processed
- See Appendix 1 (Details of the Processing) to the DPA

Sensitive data processed (if applicable) and applied restrictions or safeguards that fully take into consideration the nature of the data and the risks involved, such as for instance strict purpose limitation, access restrictions (including access only for staff having followed specialized training), keeping a record of access to the data, restrictions for onward transfers or additional security measures.
- See Appendix 1 (Details of the Processing) to the DPA

Nature of the processing
- See Appendix 1 (Details of the Processing) to the DPA

Purpose(s) for which the personal data is processed on behalf of the controller
- Processing by Subscriber Personal Data in connection with the delivery of its Services under the Agreement.

Duration of the processing
- Continuous

For processing by (sub-) processors, also specify subject matter, nature and duration of the processing

Continuous processing, see other details in Appendix 1 (Details of the Processing) to the DPA

ANNEX III TECHNICAL AND ORGANISATIONAL MEASURES INCLUDING TECHNICAL AND ORGANISATIONAL MEASURES TO ENSURE THE SECURITY OF THE DATA

- Please refer to Appendix 2 (Technical and Organizational Measures) to the DPA

ANNEX IV: LIST OF SUB-PROCESSORS

- Please refer to Appendix 1 (Details of the Processing) to the DPA

Appendix 4

to Data Processing Agreement
INTERNATIONAL DATA TRANSFER AGREEMENT

(in relation to transfers of Subscriber Personal Data from the UK only to third countries)

This IDTA has been issued by the Information Commissioner for Parties making Restricted Transfers. The Information Commissioner considers that it provides Appropriate Safeguards for Restricted Transfers when it is entered into as a legally binding contract.

Part 1: Tables

Table 1: Parties and signatures

Start date	The DPA Effective Date	
The Parties	**Exporter (who sends the Restricted Transfer)**	**Importer (who receives the Restricted Transfer)**
Parties' details	Full legal name: See the Customer details identified in the applicable Order Form Trading name (if different): See the Customer details identified in the applicable Order Form Main address (if a company registered address): See the Customer details identified in the applicable Order Form Official registration number (if any) (company number or similar identifier): See the Customer details identified in the applicable Order Form	Full legal name: NB Ventures, Inc. Trading name (if different): GEP Main address (if a company registered address): 100 Walnut Ave, #304, Clark, NJ, 07066, USA Official registration number (if any) (company number or similar identifier): Delaware, USA number 3207241
Key Contact	Full Name (optional): See Appendix 1 (Details of the Processing) to the DPA Job Title: See Appendix 1 (Details of the Processing) to the DPA Contact details including email: See Appendix 1 (Details of the Processing) to the DPA	Full Name (optional): See the Customer details identified in the applicable Order Form Job Title: See the Customer details identified in the applicable Order Form Contact details including email: See the Customer details identified in the applicable Order Form

Importer Data Subject Contact		Job Title: <u>See the Customer details identified in the applicable Order Form</u> Contact details including email: <u>See the Customer details identified in the applicable Order Form</u>
Signatures confirming each Party agrees to be bound by this IDTA	Signed for and on behalf of the **Exporter** set out above Signed: <u>As set out in the Order Form</u> Date of signature: <u>As set out in the Order Form</u> Full name: <u>As set out in the Order Form</u> Job title: <u>As set out in the Order Form</u>	Signed for and on behalf of the **Importer** set out above Signed: <u>As set out in the Order Form</u> Date of signature: <u>As set out in the Order Form</u> Full name: <u>As set out in the Order Form</u> Job title: <u>As set out in the Order Form</u>

Table 2: Transfer Details

UK country's law that governs the IDTA:	☒ England and Wales ☐ Northern Ireland ☐ Scotland
Primary place for legal claims to be made by the Parties	☒ England and Wales ☐ Northern Ireland ☐ Scotland
The status of the Exporter	In relation to the Processing of the Transferred Data: ☒ Exporter is a Controller ☐ Exporter is a Processor or Sub-Processor
The status of the Importer	In relation to the Processing of the Transferred Data: ☐ Importer is a Controller ☒ Importer is the Exporter's Processor or Sub-Processor ☐ Importer is **not** the Exporter's Processor or Sub-Processor (and the Importer has been instructed by a Third Party Controller)

Whether UK GDPR applies to the Importer	☐ UK GDPR applies to the Importer's Processing of the Transferred Data ☒ UK GDPR does not apply to the Importer's Processing of the Transferred Data
Linked Agreement	**If the Importer is the Exporter's Processor or Sub-Processor** – the agreement(s) between the Parties which sets out the Processor's or Sub-Processor's instructions for Processing the Transferred Data: Name of agreement: Master Subscription Agreement or Master Professional Services Agreement, as applicable Date of agreement: DPA Effective Date Parties to the agreement: See above Reference (if any): n/a **Other agreements** – any agreement(s) between the Parties which set out additional obligations in relation to the Transferred Data, such as a data sharing agreement or service agreement: Name of agreement: n/a Date of agreement: n/a Parties to the agreement: n/a Reference (if any): n/a **If the Exporter is a Processor or Sub-Processor** – the agreement(s) between the Exporter and the Party(s) which sets out the Exporter's instructions for Processing the Transferred Data: Name of agreement: n/a Date of agreement: n/a Parties to the agreement: n/a Reference (if any): n/a
Term	The Importer may Process the Transferred Data for the following time period: ☒ the period for which the Linked Agreement is in force ☐ time period: ☐ (only if the Importer is a Controller or not the Exporter's Processor or Sub-Processor) no longer than is necessary for the Purpose.
Ending the IDTA before the end of the Term	☒ the Parties cannot end the IDTA before the end of the Term unless there is a breach of the IDTA or the Parties agree in writing. ☐ the Parties can end the IDTA before the end of the Term by serving:

	months' written notice, as set out in Section 29 (How to end this IDTA without there being a breach).
Ending the IDTA when the Approved IDTA changes	Which Parties may end the IDTA as set out in Section 29.2: ☒ Importer ☒ Exporter ☐ neither Party
Can the Importer make further transfers of the Transferred Data?	☒ The Importer MAY transfer on the Transferred Data to another organisation or person (who is a different legal entity) in accordance with Section 16.1 (Transferring on the Transferred Data). ☐ The Importer MAY NOT transfer on the Transferred Data to another organisation or person (who is a different legal entity) in accordance with Section 16.1 (Transferring on the Transferred Data).
Specific restrictions when the Importer may transfer on the Transferred Data	The Importer MAY ONLY forward the Transferred Data in accordance with Section 16.1: ☐ if the Exporter tells it in writing that it may do so. ☐ to: ☒ to the authorised receivers (or the categories of authorised receivers) set out in: ☐ there are no specific restrictions.
Review Dates	☐ No review is needed as this is a one-off transfer and the Importer does not retain any Transferred Data First review date: The Parties must review the Security Requirements at least once: ☐ each month(s) ☐ each quarter ☐ each 6 months ☐ each year ☐ each year(s) ☒ each time there is a change to the Transferred Data, Purposes, Importer Information, TRA or risk assessment

Table 3: Transferred Data

Transferred Data	The personal data to be sent to the Importer under this IDTA consists of: ☒ The categories of Transferred Data will update automatically if the information is updated in the Linked Agreement referred to. ☐ The categories of Transferred Data will NOT update automatically if the information is updated in the Linked Agreement referred to. The Parties must agree a change under Section 5.3.
Special Categories of Personal Data and criminal convictions and offences	The Transferred Data includes data relating to: ☐ racial or ethnic origin ☐ political opinions ☐ religious or philosophical beliefs ☐ trade union membership ☐ genetic data ☐ biometric data for the purpose of uniquely identifying a natural person ☐ physical or mental health ☐ sex life or sexual orientation ☐ criminal convictions and offences ☒ none of the above ☐ set out in: And: ☐ The categories of special category and criminal records data will update automatically if the information is updated in the Linked Agreement referred to. ☐ The categories of special category and criminal records data will NOT update automatically if the information is updated in the Linked Agreement referred to. The Parties must agree a change under Section 5.3.
Relevant Data Subjects	The Data Subjects of the Transferred Data are: ☒ The categories of Data Subjects will update automatically if the information is updated in the Linked Agreement referred to. ☐ The categories of Data Subjects will not update automatically if the information is updated in the Linked Agreement referred to. The Parties must agree a change under Section 5.3.

Purpose	☐ The Importer may Process the Transferred Data for the following purposes:
	☒ The Importer may Process the Transferred Data for the purposes set out in: Appendix 1 (Details of the Processing) to the DPA
	In both cases, any other purposes which are compatible with the purposes set out above.
	☒ The purposes will update automatically if the information is updated in the Linked Agreement referred to.
	☐ The purposes will NOT update automatically if the information is updated in the Linked Agreement referred to. The Parties must agree a change under Section 5.3.

Table 4: Security Requirements

Security of Transmission	See Appendix 2 (Technical and Organizational Measures"
Security of Storage	See Appendix 2 (Technical and Organizational Measures"
Security of Processing	See Appendix 2 (Technical and Organizational Measures"
Organisational security measures	See Appendix 2 (Technical and Organizational Measures"
Technical security minimum requirements	See Appendix 2 (Technical and Organizational Measures"
Updates to the Security Requirements	☒ The Security Requirements will update automatically if the information is updated in the Linked Agreement referred to.
	☐ The Security Requirements will NOT update automatically if the information is updated in the Linked Agreement referred to. The Parties must agree a change under Section 5.3.

Part 2: Extra Protection Clauses

Extra Protection Clauses:	n/a

(i) Extra technical security protections	n/a
(ii) Extra organisational protections	n/a
(iii) Extra contractual protections	n/a

Part 3: Commercial Clauses

Commercial Clauses	See the Master Subscription Agreement or Master Professional Services Agreement, as applicable

Part 4: Mandatory Clauses

Mandatory Clauses	Part 4: Mandatory Clauses of the Approved IDTA, being the template IDTA A.1.0 issued by the ICO and laid before Parliament in accordance with s119A of the Data Protection Act 2018 on 2 February 2022, as it is revised under Section 5.4 of those Mandatory Clauses.