



### MASTER SUBSCRIPTION AGREEMENT

This MASTER SUBSCRIPTION AGREEMENT (this “Agreement”) is made and entered into as of the Effective Date (as defined in Schedule A hereto) by and between Passageways (UK) Ltd and Customer (each as defined below, sometimes individually referred to herein as a “Party” and collectively, as the “Parties”).

“Passageways”	Passageways (UK) Ltd, a company incorporated in England and Wales under Company Registration Number 10261635 and whose registered office is at 57 London Road, High Wycombe, HP11 1BS
with notices to be delivered to:	Same as above
“You” or “Customer” Customer NAME:	
having its principal place of business at:	
with notices to be delivered to: [Same as above] or [address and Attn: info]	Same as above

This Agreement shall consist of this Cover Sheet, the OnBoard General Terms and Conditions attached hereto as Schedule A (the “OnBoard Terms”), the Service Level Agreement attached hereto as Schedule B, the Support Performance and Recovery Objectives as Schedule C, and one or more Purchase Agreements (as defined in the OnBoard Terms) and all other attachments, addenda and amendments hereto.

This Agreement shall govern all products and services provided to You by Passageways. Passageways hereby agrees to make the products and/or services described in the Purchase Agreement available to You, and You agree to purchase such products and/or services from Passageways, subject to the terms and conditions of this Agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement through their authorised representatives.

On Behalf of **Customer**

On Behalf of **Passageways (UK) Ltd:**

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Name of Signatory: \_\_\_\_\_

Name of Signatory: \_\_\_\_\_

Title/Position: \_\_\_\_\_

Title/Position: \_\_\_\_\_

Signature Date: \_\_\_\_\_

Signature Date: \_\_\_\_\_



## SCHEDULE A

### OnBoard General

#### Terms and Conditions

##### 1. Overview of OnBoard

Passageways is the provider of the OnBoard service ("OnBoard"), which permits You and fellow directors and authorised agents to access and use OnBoard's online tools and repositories under the terms and conditions set forth in this Agreement and the applicable Purchase Agreement. OnBoard includes file storage space for the purpose of storing, retrieving, and sharing Posted Content (as defined below). The Posted Content is stored in encrypted format in cloud-based server storage under Passageways' control. Use of your personal login credentials authenticates your access to Posted Content, and to other persons authorised to log in to Posted Content. Communications to and from You in OnBoard employ encrypted transfer mechanisms. The features and functionality of OnBoard may be modified or removed from time to time; provided, that such features and functionality shall not be materially diminished during the then-current Subscription Term (as defined in Section 9.1 below) or on less than ninety (90) days prior written notice.

##### 2. Definitions

The following terms, as used herein, have the following meanings:

- A. "Account" means the Passageways subscription billing account for OnBoard for your Users and OnBoard Site(s), as further described in the Purchase Agreement.
- B. "Adequacy Regulations" means where the UK government has set out in law that the legal framework in a country, territory, sector or international organisation has been assessed as providing 'adequate' protection for individuals' rights and freedoms for their personal data.
- C. "Documentation" means all of the training materials, user manuals, specifications and technical information generally made available by Passageways to its customers in connection with OnBoard at <http://help.passageways.com>.

- D. "Effective Date" means that date Passageways first notifies You that You have been provided with access to OnBoard.
- E. "Industry Standards" means the generally accepted standards and practices adopted and implemented by software-as-a-service (SaaS) providers.
- F. "OnBoard" means the software application service known as "OnBoard" located at the URL [onboard.passageways.com](http://onboard.passageways.com) (or any successor URL) which establishes the framework for the creation of OnBoard Site(s) (defined below) and the transfer, storage and rendering of Posted Content. OnBoard includes remote access to the Software (defined below).
- G. "OnBoard Site" means a site maintained within the URL [onboard.passageways.com](http://onboard.passageways.com) for authorised access to Posted Content via your personal authentication credential.
- H. "Posted Content" means the data, documents, materials, and information posted, distributed, or received by Users of the OnBoard Site(s).
- I. "Purchase Agreement" means a stand-alone document or order form, referencing, and governed by, the terms of this Agreement, which describes the licenses and Services (defined below) purchased by You for OnBoard. References in this Agreement or the Purchase Agreement to "purchase" (or similar terms) refer to a purchase of an access license.
- J. "Services" means support services for your use of OnBoard provided by Passageways as described in the Purchase Agreement, including the uploading of data in encrypted format to OnBoard Site(s).
- K. "Software" means individually each, and collectively all, of the computer software programs, mobile applications for access to the OnBoard Site(s), System Upgrades and interfaces made available to Users by Passageways in connection with OnBoard.
- L. "System Upgrades" means corrections, bug fixes, patches, improvements, new releases, new versions,



updates, enhancements or other modifications to the Software and/or Documentation.

- M. "User(s)" means You and your affiliates, employees, directors, agents, representatives, consultants and independent contractors expressly authorised by Passageways and You to access your OnBoard Site(s).
- N. "Data Protection Legislation" means all legislation and Regulations in force from time to time regulating the use of personal data and the privacy of electronic communications including, but not limited to, the retained EU law version of the General Data Protection Regulations ((EU) 2016/679) (the "UK GDPR" enacted into law by section 3 of the European Union (Withdrawal) Act 2018), the Data Protection Act 2018, the Privacy and Electronic Communications Regulations 2003 as amended, and any successor legislation.
- O. "Data Subject" means the meaning given under the Data Protection Legislation.

### 3. Operation

- 3.1 OnBoard Usage. Use of OnBoard requires compatible devices, Internet access, and certain software. Effective use of OnBoard may require periodic updates to the foregoing. Requirements for compatibility with OnBoard may change from time to time, and it is your responsibility to maintain such compatibility.
- 3.2 OnBoard Registration. You agree to provide accurate and complete information when You register with, and as You use OnBoard ("OnBoard Registration Data"), and You agree to update your OnBoard Registration Data to keep it accurate and complete.
- 3.3 Access to OnBoard. You will receive access to your OnBoard Site for the boards and committees and individuals authorised on your Account. You may, by written notice to Passageways, add additional boards and

Users, in which event Passageways shall invoice You, and You shall pay, the additional charges due for the Account. You may, on a permanent basis, substitute an individual for any single User without incurring any additional fees.

- 3.4 Access Methods. Passageways shall provide You with login and password information for each User. You and your Users may access OnBoard only through use of one or more passwords, security devices or other access methods as provided by Passageways (collectively, your "Access Methods"). You are solely responsible for, and shall take steps for, ensuring that your Access Methods are to be kept confidential by You and your Users and only used by Users. You acknowledge that Passageways may deny access to OnBoard to any user of your Access Methods if Passageways has reason to believe that the Access Methods have been lost, stolen or compromised, such User is violating any of the terms of this Agreement or poses a threat to OnBoard or any user thereof. You agree not to permit access to, or use of, OnBoard by any persons who are not defined as Users on your Account. You will be solely responsible for all acts or omissions of any person using OnBoard through your Access Methods, and all transmissions generated by use of your Access Methods being deemed to have been authorised by You and made by a User. If any of your Access Methods have been lost, stolen or compromised, You will promptly notify Passageways. Upon receipt of such notice, such Access Methods will be cancelled or suspended as soon as is reasonably practicable, but You are responsible for any actions taken through the use of such Access Methods prior to such cancellation. You shall disclose to Passageways, and update as necessary, the identity of all Users.
- 3.5 Unauthorised Access. You shall not access or attempt to access an Account that You are not authorised to access. Violations of system or network security may result in civil or criminal



liability.

#### 4. Privacy, Security and Digital Integrity

- 4.1 Privacy. Use of OnBoard is subject to the then current Passageways Data Security Privacy Policy. Passageways may modify the Data Passageways Data Security Privacy Policy from time to time, but such changes will not materially degrade the level of security and privacy accorded to Customer. The current version of the Passageways Data Security Privacy Policy can be found at <https://www.passageways.com/websiteprivacy>.
- 4.2 Security. Passageways will take commercially reasonable security measures, consistent with commercially available technology and Industry Standards, to protect against unauthorised access to Posted Content and to maintain the digital integrity of Posted Content.
- 4.3 Security Rules. You agree that OnBoard includes security technology that limits your use of OnBoard and that You shall use OnBoard in compliance with the applicable usage security rules established by Passageways and its licensors ("Security Rules"). Security technology is an inseparable part of OnBoard. Passageways reserves the right to modify the Security Rules at any time. You agree not to violate, circumvent, or otherwise tamper with any of the security technology related to OnBoard or the Security Rules for any reason, or to attempt or assist another person to do so. You and your Users usage of OnBoard may be controlled and monitored by Passageways for compliance purposes.
- 4.4 Data Protection. Both Parties will comply with all applicable requirements of the Data Protection Legislation. The parties acknowledge that for the purposes of the Data Protection Legislation, the Customer is the Data Controller and the Supplier is the Data Processor (where **Data Controller** and **Data Processor** have the meanings as defined in the Data Protection Legislation). Schedule D sets out the scope, nature and purpose of processing by the Supplier, the

duration of the processing and the types of **Personal Data** (as defined in the Data Protection Legislation) and categories of Data Subject. Without prejudice to the generality of clause 4.4, the Customer will ensure that the Personal Data shall comply with the Data Protection Legislation in all respects including, but not limited to, its collection, holding and processing and that it has all necessary appropriate consents and notices in place to enable lawful transfer of the Personal Data to the Supplier for the duration and purposes of this Agreement. Without prejudice to the generality of clause 4.4, the Supplier shall, in relation to any Personal Data processed in connection with the performance by the Supplier of its obligations under this Agreement: (a) process that Personal Data only in accordance with this Agreement unless the Supplier is required by law to process Personal Data otherwise than in accordance with this Agreement. Where the Supplier is required to process Personal Data otherwise than in accordance with this Agreement, the Supplier shall promptly notify the Customer of this before performing the processing required unless prohibited by law from so notifying the Customer; (b) ensure that it has in place appropriate technical and organisational measures, reviewed and approved by the Customer, to protect against unauthorised or unlawful processing of Personal Data and against accidental loss or destruction of, or damage to, Personal Data, appropriate to the harm that might result from the unauthorised or unlawful processing or accidental loss, destruction or damage and the nature of the data to be protected, having regard to the state of technological development and the cost of implementing any measures (those measures may include, where appropriate, pseudonymising and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of its systems and services, ensuring that availability of and access to Personal Data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of the technical and organisational measures adopted



by it); (c) ensure that all personnel who have access to and/or process Personal Data are obliged to keep the Personal Data confidential; (d) not transfer any of the Personal Data to any third party without the written consent of the Customer and, in the event of such consent, the Personal Data shall be transferred strictly subject to the terms of a suitable agreement, imposing the same obligations as are imposed on the Supplier by this Agreement with respect to complying with the Data Protection Legislation; (e) not transfer any Personal Data outside of the United Kingdom or a third country, territory or international organisation covered by UK “Adequacy Regulations” from time to time, unless the prior written consent of the Customer has been obtained and the following conditions are fulfilled: (i) the Customer or the Supplier has provided appropriate safeguards in relation to the transfer; (ii) the Data Subject has enforceable rights and effective legal remedies; (iii) the Supplier complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred; and (iv) Supplier complies with reasonable instructions notified to it in advance by the Customer with respect to the processing of the Personal Data; (f) assist the Customer, at the Customer’s cost, in responding to any request from a Data Subject and in ensuring compliance with its obligations under the Data Protection Legislation with respect to security, breach notifications, impact assessments and consultations with Supervisory Authorities or Regulators; (g) notify the Customer without undue delay on becoming aware of a Personal Data Breach; (h) at the written direction of the Customer, delete or return Personal Data and copies thereof to the Customer on termination of the Agreement unless required by Applicable Law to store the Personal Data; and (i) maintain complete and accurate records and information to demonstrate its compliance with this clause 4.4, make available to the Customer any and all such information as is reasonably required and necessary to demonstrate the Supplier’s compliance with the Data Protection Legislation and allow for audits by the Customer or the Customer’s designated auditor.

4.5 Data Protection Liability The Customer shall be liable for, and shall indemnify (and keep indemnified) the Supplier in respect of any and all action, proceeding, liability, cost, claim, loss, expense (including reasonable legal fees and payments on a solicitor and client basis), or demand suffered or incurred by, awarded against, or agreed to be paid by, the Supplier arising directly or in connection with: (a) any non-compliance by the Customer with the Data Protection Legislation or other applicable legislation; (b) any Personal Data processing carried out by the Supplier in accordance with instructions given by the Customer that infringe the Data Protection Legislation or other applicable legislation; or (c) any breach by the Customer of its obligations under this Agreement, except to the extent that the Supplier is liable under Clause 4.5. The Supplier shall be liable for, and shall indemnify (and keep indemnified) the Customer in respect of any and all action, proceeding, liability, cost, claim, loss, expense (including reasonable legal fees and payments on a solicitor and client basis), or demand suffered or incurred by, awarded against, or agreed to be paid by, the Customer arising directly or in connection with the Supplier’s Personal Data processing activities that are subject to this Agreement: (a) only to the extent that the same results from the Supplier’s breach of this Agreement; and (b) not to the extent that the same is or are contributed to by any breach of this Agreement by the Customer. The Customer shall not be entitled to claim back from the Supplier any sums paid in compensation by the Customer in respect of any damage to the extent that the Customer is liable to indemnify the Supplier under Clause 4.5. Nothing in this Agreement shall relieve either Party of, or otherwise affect, the liability of either Party to any Data Subject, or for any other breach of that Party’s direct obligations under the Data Protection Legislation. Furthermore, the Supplier hereby acknowledges that it shall remain subject to the authority of the UK Supervisory Authority and shall co-operate fully therewith, as required, and that



failure to comply with its obligations as a Data Processor under the Data Protection Legislation may render it subject to the fines, penalties, and compensation requirements set out in the Data Protection Legislation. Nothing in this Agreement shall prevent either Party from complying with any requirement to disclose Personal Data where such disclosure is required by law. In such cases, the Party required to disclose shall notify the other Party of the disclosure requirements prior to disclosure, unless such notification is prohibited by law.

## 5. Access to OnBoard

5.1 Passageways Responsibilities. When You purchase access to OnBoard pursuant to a Purchase Agreement, Passageways shall: (a) grant to You a non-exclusive and non-transferable licence (“Licence”) to access and use those modules of OnBoard, including any System Upgrades, stated in a Purchase Agreement solely for your internal and legitimate business purposes; (b) provide OnBoard in a manner consistent with Industry Standards; (c) provide the Services to You as provided in the Purchase Agreement; and (d) use commercially reasonable efforts to make OnBoard available pursuant to the Service Level Agreement (“SLA”) attached hereto as Schedule B.

5.2 Customer Responsibilities. You are responsible for your and your Users’ use of OnBoard. You shall: (a) have sole responsibility for the accuracy, quality, integrity, legality, reliability, and appropriateness of all your Posted Content; (b) review and agree to any third party agreements or terms of service prior to using such services in connection herewith and abide by the terms and conditions set forth therein; (c) ensure that You have all necessary permissions, consents, approvals and licenses for and to the Posted Content; and (d) comply with all applicable local, national and foreign laws or regulations in connection with your use of OnBoard.

5.3 Acceptable Use. You and your Users are authorised to use OnBoard only for the legitimate activities, and in accordance with any Acceptable Use Guidelines

provided by Passageways to You from time to time. As between You and Passageways, You shall be solely responsible for, and Passageways shall have no responsibility for, monitoring and policing the adherence of Users of your OnBoard Account to all any such Acceptable Use Guidelines and all applicable laws, regulations, duties, and obligations with respect to accessing, distributing, and using Posted Content.

5.4 Specific Prohibitions. Without limiting the generality of Section 5.3, You shall not transfer or assign your right to access OnBoard without Passageways’ written consent. Except as set forth in this Agreement, You shall not: (a) store within, or upload to, OnBoard infringing, obscene, threatening, defamatory, fraudulent, abusive, or otherwise unlawful or tortious material, including material that is harmful to children or violates third party privacy rights; (b) upload to, or store within OnBoard any viruses, worms, time bombs, Trojan horses and other harmful or malicious code, files, scripts, agents or programs; (c) interfere with or disrupt the integrity or performance of OnBoard or the data contained therein; or (d) attempt to gain unauthorised access to OnBoard or its related systems or networks.

5.5 Your License to Passageways. You hereby grant to Passageways a non-exclusive, non-transferable (except as otherwise provided in Section 14.5), non-sublicensable (except as necessary to any third party hosting provider) and royalty-free right and license to copy, store, access, use, transmit and distribute and display the Posted Content solely for the purpose of providing You with access to and use of OnBoard. Except as expressly permitted in this Agreement, Passageways shall not sell, assign, lease, disseminate, or otherwise dispose of or commercially exploit the Posted Content or any part thereof to any other person.

5.6 Passageway Disclaimer. You acknowledge that Passageways is not responsible or liable in any way



for any Posted Content and has no duty to pre-screen such content. In the ordinary course, Posted Content will not be reviewed or accessed by Passageways except if You give express permission at that time. However, Passageways reserves the right to remove Posted Content from the OnBoard Site at any time, without prior notice, if Passageways in its sole discretion believes that the Posted Content may violate Passageways' Acceptable Use Guidelines or applicable law. You acknowledge and agree that Passageways' custodial function for Posted Content is limited to the technical operation and maintenance of OnBoard and shall not extend to any fiduciary or other duty of care related to management of the sourcing, posting, accessing, use, or receipt for any Posted Content, or any functioning of any board of directors, executive leadership team, or any other group which utilises the OnBoard Site.

## 6. Proprietary Rights

6.1 Passageways Ownership/ Reservation of Rights / Improvements. Subject to the limited rights expressly granted hereunder, Passageways reserves all rights, title and interest in and to all components of OnBoard (including the Software), including all related intellectual property rights. No intellectual property or other rights (whether express or implied) are granted to You hereunder other than as expressly set forth herein. Passageways shall own all rights, title and interest, including all intellectual property rights, in and to any improvements to OnBoard, the Software or any new programs, upgrades, modifications or enhancements developed by Passageways or You in connection with rendering OnBoard to You, even when refinements and improvements result from your request, unless expressly set forth in a mutually executed statement of work for custom development. To the extent, if any, that ownership in such refinements and improvements does not automatically vest in OnBoard by virtue of this Agreement or otherwise, You hereby transfer and assign to Passageways all rights, title, and interest which You may have in to such refinements and improvements.

6.2 Restrictions. You shall not: (a) license, sublicense, sell, resell, rent, lease, transfer, assign, distribute, time share or otherwise commercially exploit or make OnBoard, the Software or the OnBoard Sites available to any third party; (b) modify, copy or create derivative works based on OnBoard or the Software; (c) frame or mirror any content forming part of OnBoard or the OnBoard Sites, other than on your own intranets or otherwise for your own internal business purposes; (d) reverse engineer, disassemble, decompile or otherwise attempt to imitate, derive or discover the source code for the Software; (e) provide non-Users with access to the OnBoard, the Software or OnBoard Sites, whether directly or through a service bureau, commercial timesharing arrangement, or application service provider arrangement; use OnBoard, the Software or the OnBoard Sites to provide outsourcing or training services to non-Users; or otherwise market Onboard, the Software or the OnBoard Sites to third parties, or (d) access OnBoard in order to (i) build a competitive product or service, or (ii) copy any ideas, features, functions or graphics of OnBoard or the Software.

6.3 Your Ownership of Posted Content. As between OnBoard and You, You exclusively owns all rights, title and interest in and to all Posted Content by You to OnBoard. As such, You bear all responsibility for protecting such Posted Content and ensuring that it is handled in compliance with all applicable laws, regulations. Passageways shall not in any way use Posted Content for either internal or external business purposes, unless tacitly authorised by You.

6.4 Publicity; Trademarks. Neither Party may issue press releases or any other public announcement of any kind relating to this Agreement without the other Party's prior written consent. Notwithstanding the foregoing, during the Subscription Term, either Party may include the name and logo of the other Party in lists (including on its website) of customers or vendors in accordance with the other Party's



standard logo and/or trademark usage guidelines. In addition, Passageways may use your trademarks and trade names solely in connection with its authorised provision of OnBoard and in its marketing efforts and materials provided advance notice is given together with an opportunity to approve.

## 7. Confidentiality

7.1 Definition of Confidential Information. As used herein, “Confidential Information” means all confidential and proprietary information of a Party (“Disclosing Party”) disclosed to the other Party (“Receiving Party”) that (a) if disclosed orally is designated as confidential at the time of disclosure, (b) if disclosed in writing is marked as “Confidential” and/or “Proprietary,” or (c) reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure. Without limiting the foregoing, Confidential Information of Passageways shall include the terms and conditions of this Agreement (including pricing and other terms reflected in all Purchase Agreements hereunder), provision of the Services, screen shots of OnBoard, pricing in proposals, business and marketing materials, technology and technical information, product designs, and business processes. Without limiting the foregoing, Confidential Information of Customer shall include the Posted Content. Notwithstanding the foregoing, each Party may disclose the existence and terms of this Agreement, in confidence, to a potential purchaser or successor to any portion of such Party’s business resulting from the reorganisation, spin-off, or sale of all or a portion of all of the assets of any business, division, or group of such Party. Confidential Information shall not include any information that: (i) is or becomes generally known to the public without breach of any obligation owed to the Disclosing Party; (ii) was known to the Receiving Party prior to its disclosure by the Disclosing Party; (iii) was independently developed by the Receiving Party, which can be demonstrated with clear and convincing evidence; or (iv) is received from a third party without breach of any obligation owed to the Disclosing Party.

7.2 Confidentiality and Non-Disclosure. The Receiving Party shall not disclose or use any Confidential Information of the Disclosing Party for any purpose outside the scope of this Agreement, except with the Disclosing Party’s prior written permission. Notwithstanding the foregoing, the Receiving Party may disclose such Confidential Information to those of its employees and contractors who need to know such information for purposes of performing this Agreement and certifies that such employees and contractors have agreed, either as a condition of employment or in order to obtain the Confidential Information, to be bound by terms and conditions substantially similar to those in this Section 7. The Receiving Party shall use the same degree of care to protect the Confidential Information as it uses to protect its own information of a confidential and proprietary nature, but in no event shall it use less than a reasonable degree of care.

7.3 Compelled Disclosure. If the Receiving Party is compelled by law or legal process to disclose Confidential Information of the Disclosing Party, it shall provide the Disclosing Party with prior notice of such compelled disclosure (to the extent legally permitted), provide reasonable assistance, at Disclosing Party’s cost, if the Disclosing Party wishes to contest the disclosure and only make such disclosure, in both manner and content, as required by such law or legal process.

7.4 Remedies. If the Receiving Party discloses or uses (or threatens to disclose or use) any Confidential Information of the Disclosing Party in breach of confidentiality protections hereunder, the Disclosing Party shall have the right, in addition to any other remedies available to it, to seek injunctive relief to enjoin such acts, it being specifically acknowledged by the Parties that any other available remedies are inadequate.

7.5 Survival. Notwithstanding the expiration or





termination of this Agreement for any reason, the obligations of confidentiality and non-use set forth in this Section shall continue in perpetuity.

## 8. Pricing and Payment

- 8.1 Subscription Fees. You shall pay the amounts set forth in your Purchase Agreement(s) with Passageways ("Subscription Fees") in accordance with the terms and conditions stated in the Purchase Agreement. Subscription Fees shall be subject to change or increase as set forth in Section 9.1 or otherwise in the applicable Purchase Agreements.
- 8.2 Overdue Payments. Any payment due hereunder not received from You by the due date may accrue, at Passageways' discretion, late charges at the rate of four percent (4%) above Barclays Bank base rate per annum, or the maximum rate permitted by applicable law, whichever is lower, from the date such payment was due until the date paid. In addition, Customer shall be responsible for attorneys' fees and other costs of collection in the event Customer fails to make payments as required under this Agreement.
- 8.3 Taxes. You are responsible for payment of all applicable value-added (VAT), sales, use, license, goods and services and other similar taxes and all applicable export and import fees, customs duties, and similar charges (other than taxes based on Passageways' net income) under applicable law arising from the delivery and implementation of OnBoard and the Services to You. In the event any amounts due to Passageways are subject to withholding imposed by a government authority, You will gross up such payment such that the balance payable to Passageways after deduction of the applicable withholding taxes shall be equivalent to the entire amount invoiced.
- 8.4 Non-Payment and Suspension of OnBoard. If your account is more than thirty (30) days past due, in addition to any of its other rights or remedies under this Agreement or by applicable law, Passageways reserves the right to suspend access to OnBoard, but only if such

past due account is not paid within five (5) business days after written notice of Passageways' intent to exercise its right to suspend hereunder. Any such permitted suspension shall be without liability to You and may continue until such amounts are paid in full.

## 9. Termination

- 9.1 Term of Agreement. This Agreement commences on the Effective Date and will continue for one year thereafter (hereinafter the "Initial Subscription Term"). The term of this Agreement will automatically renew for consecutive one-year terms (each a "Renewal Subscription Term," and together with the Initial Subscription Term, the "Subscription Term"), unless You or Passageways provide the other written notice of termination no later than thirty (30) days prior to the expiration of the Initial Subscription Term or any Renewal Subscription Term. Passageways may implement revised Subscription Fees for any Renewal Subscription Term by giving written notice of such price changes to You at least sixty (60) days prior to the expiration of the then current Subscription Term, and that pricing will take effect unless You elect to terminate this Agreement in accordance with the preceding sentence.
- 9.2 Early Termination. This Agreement may be terminated prior to the end of the then-current Subscription Term as follows: (a) in the event that either Party materially breaches an obligation hereunder and fails to cure such breach within thirty (30) days after being notified thereof in writing, the non-breaching Party may terminate this Agreement (and any Purchase Agreement) at any time thereafter that the breach is continuing by providing written notice to the non-breaching Party, (b) by Customer in accordance with Section 10.4 and (c) by the non-subject Party in accordance with Section 14.6.
- 9.3 Customer Obligation to Pay. Termination of this Agreement shall not limit Passageways from



pursuing other remedies available to it, including injunctive relief. Agreement termination shall not relieve You of your obligation to pay the entire annual Subscription Fee for the then-current Subscription Term and all other applicable fees, if any, due to Passageways for the use of OnBoard.

9.4 Effect of Termination. Following the termination or expiration of this Agreement, (a) Passageways shall convert your Account to an inactive status, (b) You must immediately cease (and Passageways can block your) accessing and using OnBoard and (c) You will retrieve all your Posted Content no later than thirty (30) days after termination. Upon termination, You acknowledge that Passageways shall have no responsibility to retain or return your Posted Content; provided that Passageways will allow you to retrieve any Posted Content on or in the OnBoard Sites for up to thirty (30) days after termination. Subject to the foregoing, Posted Content from a terminated OnBoard Site will undergo ordinary course deletion, of which You will be duly notified.

9.5 Surviving Provisions. In the event this Agreement is terminated, any provision which must survive in order to allow the Parties to enforce its meaning shall survive, including without limitation, Sections 7 (Confidentiality), 8 (Pricing and Payment) (until all amounts due hereunder are paid in full), 9.4 (Effect of Termination), 9.5 (Surviving Provisions), 10.5 (Disclaimer), 11 (Limitation of Liability), 12 (Indemnification) and 13 (Non-Solicitation of Employees).

## 10. Warranties and Disclaimers

10.1 Mutual Warranties. Each Party represents and warrants to the other that it has the legal power to enter into this Agreement; that the signatory hereto has the authority to bind the applicable organisation; and when executed and delivered, this Agreement will constitute the legal, valid, and binding obligation of each Party, enforceable in accordance with its terms.

10.2 Customer Warranties. Customer warrants that: (a) the

Posted Content shall not infringe on any copyright, patent, trade secret or other proprietary, privacy, or other right held by any third party; and (b) Customer shall not use OnBoard, or allow OnBoard to be accessed or used, in a manner that violates any local, national or international law or regulation.

10.3 OnBoard Warranties. Passageways warrants that: (a) the functionality of OnBoard will not be materially decreased during the Subscription Term, except on ninety (90) days prior notice prior to the commencement of the next-following Renewal Subscription Term; (b) OnBoard will perform substantially in accordance with the terms of the Documentation; (c) Passageways shall utilise software and other security means designed to prevent OnBoard from containing or transmitting any viruses, worms, time bombs, Trojan horses or other harmful or malicious code, files, scripts, agents or programs; and (d) it owns or otherwise has sufficient rights in the Software to grant to You the rights to use OnBoard.

10.4 Remedy. If OnBoard fails to comply with the warranty in Section 10.3(b), You must notify Passageways in writing within ten (10) days following the first date the failure is identified by You. The notice from You shall specify in reasonable detail the alleged failure. Following such notice, as your exclusive remedy for such failure, Passageways shall correct the non-conforming aspect of OnBoard in accordance with the Services at no additional charge to You. However, in the event Passageways is unable to substantially correct such deficiencies after good faith efforts and at a commercially reasonable cost within thirty (30) days of your notification of such non-conformance, You, as your exclusive remedy for the breach of Section 10.3(b) and failure of Passageways to correct the same, shall have the right to terminate the Agreement and receive from Passageways the prepaid but unused portion of the Subscription Fee for OnBoard for the then-current Subscription Term



(based on the number of whole months left in the then-current Subscription Term).

10.5 Disclaimer. EXCEPT AS OTHERWISE SPECIFICALLY PROVIDED IN SECTIONS 10.1 AND 10.3 AND TO THE MAXIMUM EXTENT PERMITTED BY LAW, ONBOARD EXPRESSLY DISCLAIMS ANY AND ALL WARRANTIES, CONDITIONS, REPRESENTATIONS, AND GUARANTEES WITH RESPECT TO ONBOARD AND THE SERVICES, WHETHER EXPRESS OR IMPLIED, ARISING BY LAW, CUSTOM, PRIOR ORAL OR WRITTEN STATEMENTS, OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NONINFRINGEMENT. NO REPRESENTATION OR OTHER AFFIRMATION OF FACT, INCLUDING, WITHOUT LIMITATION, STATEMENTS REGARDING CAPACITY, SUITABILITY FOR USE OR PERFORMANCE OF ONBOARD AND THE SERVICES, NOT CONTAINED IN THIS AGREEMENT SHALL BE DEEMED TO BE A WARRANTY BY ONBOARD. THERE ARE NO WARRANTIES WHICH EXTEND BEYOND THE FACE HEREOF. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, PASSAGeways DOES NOT GUARANTEE, REPRESENT, OR WARRANT THAT YOUR USE OF ONBOARD WILL BE UNINTERRUPTED OR ERROR-FREE OR BE FREE FROM LOSS, CORRUPTION, ATTACK, VIRUSES, INTERFERENCE, HACKING, OR OTHER SECURITY INTRUSION, AND YOU AGREE THAT PASSAGeways SHALL HAVE NO LIABILITY TO YOU RELATING THERETO.

## 11. Limitation of Liability

11.1 In no event shall Passageways, its directors, officers, employees, affiliates, agents, contractors, or licensors be liable for any indirect, incidental, punitive, special, or

consequential damages related to your use of OnBoard, or for any damages for loss of profits, business interruption, harm to your computer system, or any other commercial damages or losses, regardless of the theory of liability (contract, tort, or otherwise), even if Passageways has been advised of the possibility of such damages. Except as otherwise provided herein, Passageways' total cumulative liability for damages, expenses, costs, liability or losses to You or your Users arising out of or in connection with your use of OnBoard or any other matter under this Agreement is limited to restitution of the amount prepaid by You for OnBoard for the period beginning on the date of accrual of your alleged damage, expense, cost, liability or loss. The foregoing limitation of liability set forth in this paragraph shall not apply to any loss, corruption or compromise of the confidentiality of your Posted Content if Passageways has been grossly negligent or has engaged in intentional misconduct, and such gross negligence or intentional misconduct is the proximate cause of such loss, corruption or compromise.

## 12. Indemnification

12.1 By Passageways. Passageways shall defend, indemnify and hold You harmless against any loss, damage or costs (including reasonable attorneys' fees) payable to third parties in connection with claims, demands, suits or proceedings ("Claims") made or brought against You by such third party alleging that your use of OnBoard within the scope of this Agreement infringes the intellectual property rights of such third party; provided, however, that OnBoard shall have no such indemnification obligation to the extent such infringement: (a) relates to use of OnBoard in combination with other software, data products, processes, or materials not provided by Passageways and the infringement would not have occurred but for the combination; (b) arises from or relates to modifications to OnBoard



not made or authorised by Passageways; (c) where Customer continues the activity or use constituting or contributing to the infringement after notification thereof by Passageways or (d) is the result of a matter as to which Customer is indemnifying Passageways pursuant to Section 12.2.

**12.2 By Customer.** You shall defend, indemnify, and hold Passageways harmless against any loss, damage, or costs (including reasonable attorneys' fees) payable to third parties in connection with a Claim that (a) You have used OnBoard other than in compliance with this Agreement; (b) related to Posted Content and/or any materials provided to Passageways by or on behalf of You, including, but not limited to, an allegation that such Posted Content or other material infringes or violates the proprietary, privacy or contractual rights of a third party or has otherwise harmed a third party; (d) the operation of any board(s) associated with the OnBoard Sites; or (e) arises from your negligence or willful misconduct.

**12.3 Procedure.** As an express condition to the indemnifying Party's obligation under this Section 12, the Party seeking indemnification must: (a) promptly notify the indemnifying Party in writing of the applicable Claim for which indemnification is sought; and (b) provide the indemnifying Party with all non-monetary assistance, information and authority reasonably required for the defense and settlement of such Claim. The indemnifying Party may select counsel for defense of the Claim and direct and control the course of any litigation or other disputed proceedings concerning the Claim. Notwithstanding anything to the contrary in Sections 12.1 or 12.2, for so long as the indemnifying Party is diligently conducting such defense, it shall not be liable for any attorney's fees of the indemnified Party. The indemnified Party shall cooperate with the indemnifying Party in a defense and settlement of any such Claim provided that, except if the last sentence of this Section is applicable, the indemnifying Party shall not be liable under this Section 12 for any settlement or compromise negotiated by the indemnified Party unless the indemnifying Party agrees in writing to be so bound. The

indemnifying Party must obtain the indemnified Party's consent to any settlement (said consent not to be unreasonably withheld, conditioned or delayed), except that no such consent shall be required if the settlement or compromise (i) provides only for payment of money damages which are paid fully by the indemnifying Party and/or, where intellectual property rights of third parties are involved, limitations on continued use of materials or items covered by such third party intellectual property rights. If the indemnified Party provides notice of a Claim in accordance with (a) and is not notified within 15 days thereafter that the indemnifying Party intends to defend the Claim, the indemnified Party shall be entitled to defend such Claim, and settle or compromise such Claim, subject to the indemnification provided for herein.

### **13. Non-Solicitation of Employees**

**13.1** During the Subscription Term and for a period of one (1) year from the date of termination of this Agreement (the "Non-Solicitation Period"), You will not solicit or cause to be solicited for employment or contract, directly or indirectly, any person who is then, or has been within the prior six months, employed or contracted by Passageways and directly involved in providing Services hereunder, without Passageways' prior written consent. If Passageways does not give its consent to You and an employee/contractor of Passageways is employed or contracted by You at any time during the Non-Solicitation Period, then You shall pay Passageways a fee in the amount of one times (1x) the annual salary (or equivalent of one-year contractor payments) of such employee/contractor. Notwithstanding the foregoing, You may solicit and hire such person through general public advertisements that are not primarily targeted at such person.

### **14. General Provisions**



14.1 Relationship of the Parties. The Parties are independent contractors. This Agreement does not create a partnership, franchise, joint venture, agency, fiduciary, or employment relationship between the Parties.

14.2 Notices. All notices under this Agreement shall be in writing and shall be deemed to have been given upon: (a) personal delivery; (b) the second (2nd) business day after mailing; (c) the first (1st) business day after sending by overnight courier services; or (d) when sent, if sent by electronic mail (with a “read receipt” requested) during normal business hours of the recipient, and if not sent during normal business hours, then on the recipient’s next business day, and provided that either a “read receipt” has been received by the sending Party (the Parties hereby agreeing that they shall confirm or acknowledge a read receipt when they receive an electronic mailing), or a response to or acknowledgement of the email has been received by the sending Party. Notices to Passageways shall be addressed to the attention of its President. Notices to You shall be addressed to your signatory of this Agreement unless otherwise designated below.

14.3 Waiver and Cumulative Remedies. No failure or delay by either Party in exercising any right under this Agreement shall constitute a waiver of that right. Any waiver in a particular instance shall not constitute a waiver of the same or different rights or breaches in any other instance. Other than as expressly stated herein, the remedies provided herein are in addition to, and not exclusive of, any other remedies of a Party at law or in equity.

14.4 Severability. Any provision of this Agreement which is prohibited and unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof or affecting the validity or enforceability of such provisions in any other jurisdiction. If any part of this Agreement is held invalid or unenforceable, that portion shall be construed in a manner consistent with applicable law to reflect, as nearly as possible, the original intentions of the Parties.

14.5 Assignment. Neither Party may assign any of its rights or obligations hereunder, whether by operation of law or otherwise, without the prior written consent of the other Party (not to be unreasonably withheld, conditioned or delayed). Notwithstanding the foregoing, either Party may assign this Agreement in its entirety, without consent of the other Party, in connection with a merger, acquisition, corporate reorganisation, or sale of all or substantially all of its assets not involving a direct competitor of the other Party. Any attempt by a Party to assign its rights or obligations under this Agreement in breach of this Section shall be void and of no effect. Subject to the foregoing, this Agreement shall bind and inure to the benefit of the Parties, their respective successors and permitted assigns.

14.6 Force Majeure. If either Party is rendered unable, wholly or in part, by Force Majeure (as defined below) to carry out its obligations under this Agreement, that Party shall give to the other Party prompt notice of the force majeure with reasonably full particulars concerning it. Thereupon the obligations of the Party giving notice, so far as they are affected by the Force Majeure, shall be suspended during, but no longer than, the continuance of the Force Majeure. The affected Party shall use all reasonable diligence to remove the Force Majeure as quickly as possible. The term “Force Majeure” shall mean an act of God, strike, industrial disturbance, act of the public enemy, war, blockage, public riot, lightning, fire, storm, flood, failure of utilities, failure of internet or hosting facilities, any unauthorised server or computer violation or other security violation, explosion, governmental restraint, or any other cause, whether of the kind specifically enumerated above or otherwise, which is not reasonably within the control of the Party claiming suspension. If a Party cannot perform under this Agreement for a period of thirty (30) or more consecutive days, the other Party may terminate this Agreement upon written notice given



prior to any recommencement of performance. This Section shall not excuse any non-payment of monies or fees owed from one Party to the other.

14.7 Governing Law. This Agreement is governed by and construed in accordance with the laws of England and Wales, and is subject to the exclusive jurisdiction of the courts of England and Wales. Any dispute arising out of, or relating to this Agreement, will be resolved solely by final and binding arbitration as follows. Unless the parties agree otherwise in writing the arbitration will be conducted in London, United Kingdom, before a single arbitrator. The arbitrator will be jointly selected and mutually approved by the parties. The arbitration will be conducted in accordance with the rules of the London Court of International Arbitration (“LCIA”).

14.8 Exclusive Venue. You expressly agree that courts of competent jurisdiction located in England and Wales shall have personal jurisdiction over You for any action by or against Passageways arising out of or in connection with this Agreement and/or your use of OnBoard.

14.9 Entire Agreement. This Agreement (including its Schedules and all Purchase Agreements) constitutes the entire agreement between the Parties with respect to the subject matter herein, supersedes all prior agreements and customer purchase order terms, whether written or oral, and supersedes and merges all prior discussions between the Parties, except that, to the extent the Parties have mutually signed a prior separate agreement which specifically states that the terms thereof shall be effective so long as Passageways is providing application services to You, such separate agreement shall remain in effect in

accordance with its terms. No modification, amendment, or waiver of any provision of this Agreement shall be effective unless in writing and signed by the Party against whom the modification, amendment or waiver is to be asserted. To the extent of any conflict or inconsistency between the provisions in the body of this Agreement and any Schedule or Purchase Agreement, the terms of this Agreement shall prevail unless expressly stated otherwise in the applicable Schedule or Purchase Agreement. Notwithstanding any language to the contrary therein, no terms or conditions stated in a Customer purchase order or in any other Customer order documentation (excluding Purchase Agreements executed by Passageways) shall be incorporated into or form any part of this Agreement, and all such terms or conditions shall be null and void. The language used in this Agreement shall be deemed to be language chosen by both Parties hereto to express their mutual intent, and no rule of strict construction against either Party shall apply to rights granted herein or to any term of condition of this Agreement.

14.10 Counterparts. This Agreement may be executed in counterparts, which taken together shall form one legal instrument. Delivery of an executed counterpart signature page of this Agreement by facsimile, email, or other electronic transmission shall be effective as delivery of a manually executed counterpart of this Agreement.



## SCHEDULE B

### Service Level Agreement

Capitalised terms used but not otherwise defined in this Service Level Agreement (“SLA”) shall have the meaning ascribed to them in Schedule A or as otherwise set forth in the Agreement.

1. Availability and Maintenance of OnBoard.
  - a. End User Functions – The OnBoard end user interfaces will be available for use pursuant to the Agreement 99.5% of the time over the course of each calendar month (“Availability Percentage”), subject to the exceptions noted in Section 1(b) of this SLA. Such Availability Percentage will be calculated based on the number of minutes in such calendar month, and the number of minutes for which OnBoard may not be available while still meeting the Availability Percentage are herein the “Allowable Minutes.”
  - b. Exceptions to Availability – The OnBoard end user interfaces may not be available for use under the following circumstances: (i) Normal Maintenance and Urgent Maintenance as described in Sections 1(c) and 1(d) below; (ii) the negligent or willful acts or omissions of Customer, its employees, contractors or agents, or its Users, including, but not limited to third parties and customers; (iii) the failure or malfunction of equipment, applications or systems not controlled by Passageways; (iv) any third party or public network or systems unavailability (v) circumstances or causes beyond the control of Passageways, including instances of Force Majeure; or (vi) breach of the Agreement by Customer.
  - c. Normal Maintenance – Normal Maintenance means performing preventive maintenance or hardware and Software upgrades to the components of OnBoard to add features or repair errors that are not immediately affecting Customer’s use of the OnBoard end user interfaces. Passageways shall make commercially reasonable efforts to conduct Normal Maintenance outside of the hours of 8AM through 5PM, Monday through Friday, GMT (Greenwich Mean Time).
  - d. Urgent Maintenance – Urgent Maintenance means performing maintenance on the Software or hardware components of OnBoard to repair errors that are immediately affecting Customers’ use of the OnBoard end user interfaces. During Urgent Maintenance, the OnBoard end user interfaces may be unavailable. Passageways may undertake Urgent Maintenance at any time deemed necessary. OnBoard may be down for Urgent Maintenance a total of two (2) hours per month.
  - e. Notification – Passageways will provide a minimum of forty-eight (48) hours prior notice for planned Normal Maintenance and, unless exigent circumstances require otherwise, two (2) hours prior notice for any required Urgent Maintenance by posting a notification on Passageways’ website
2. Downtime and Credits. Passageways will grant a credit allowance to Customer if Customer experiences Downtime (as defined herein) of OnBoard in any calendar month. Such credit allowance shall be equal to the pro-rated charges of one (1) day of software license fees owed Passageways under an affected Purchase Agreement for each twenty-four (24) hour period of Downtime or fraction thereof during the applicable calendar month. For purposes of this SLA, the term “Downtime” shall mean the number of minutes that OnBoard end user interfaces are unavailable to Customer during a given calendar month in excess of the Allowable Minutes, but shall not include any unavailability which is the result of any of the exceptions noted in Section 1(b) above. Upon Customer’s written request to Passageways, Passageways shall provide Customer with a written report detailing all instances of Downtime during the previous month, including, without limitation, the start time and duration of each outage. Any credit allowances accrued by Customer may be offset against any and all payments owed to Passageways pursuant to the Agreement, provided that a maximum of one (1) month of credit may be accrued per month. Such credit shall be Customer’s sole remedy for the failure of the OnBoard end user interfaces to meet the Availability Percentage.



3. Periodic Modification. The Parties recognise that over time, technology and market conditions may affect the service levels that are feasible and that become necessary in order to maintain OnBoard on a competitive level in the marketplace. As a result, this SLA may be amended from time to time by Passageways during the Subscription Term of the Agreement to incorporate all improvements included in this SLA that are generally offered to new customers of Passageways. Such amendments shall be delivered by e-mail to the primary representative of Customer and shall become effective upon receipt by Customer.





## SCHEDULE C

### Support Performance and Recovery Objectives

Capitalised terms used but not otherwise defined in this customer Support Performance and Recovery Objectives and shall have the meaning ascribed to them in Schedule A or as otherwise set forth in the Agreement. Passageways strives to achieve these objectives as outlined below:

1. Recovery Objectives – The OnBoard Service will provide the following recovery objectives:

a. For Active Geo-Replication:

- i. Database Recovery Point Objective: < 5 seconds
- ii. Database Estimated Recovery Time: < 30 seconds
- iii. Service Recovery Time Objective: < 5 minutes

b. For Point-In-Time Restore:

- i. Any Restore Point within the last 35 days
- ii. Service Recovery Time Objective: < 1 hour

2. OnBoard Customer Support

a. Passageways’ Customer Support service-level objectives for OnBoard are as follows:

	Online Resources	Email	Call-in
Subscribed Editions	Y	See 2(b)	8am-8pm M-F Standard, 24x7 Emergency
Trials	Y	See 2(b)	8am-8pm M-F Standard, 24x7 Emergency

b. Passageways’ Support ticket reply times for OnBoard Customer Support by Package (Urgent/High/Normal/Low) priority in hours:

	First Reply Time	Next Reply Time
Subscribed Editions	1/2/8/8	2/8/16/16
Trials	4/6/8/8	4/8/16/16



## SCHEDULE D

### 1.1 SCOPE

#### **Provision of software to Customer**

The Software is provided as Software as a Service by the Supplier and is hosted by the Supplier. The Customer utilises the Software to maintain a board collaboration tool and meeting portal.

### 1.2 NATURE AND PURPOSE OF PROCESSING

Personal Data is provided and entered into the Software by the Customer - transmission of Personal Data to the Supplier obtained from Data Subjects by virtue of their employment or association with the Customer.

The Supplier as Data Processor performs the following operations on the Personal Data entered into the Software by the Supplier:

- Storage of Personal Data
- Retrieval of Personal Data
- Display of Personal Data
- Deletion of Personal Data
- Security of Personal Data

Initial records may be created by the Supplier from data supplied by the Customer at the start of implementation.

Instructions in writing from named contacts at the Customer will be assumed to have been approved by the Customer.

### 1.3 TYPES OF PERSONAL DATA THAT MAY BE PROCESSED (INCLUDING, BUT NOT LIMITED TO)

- Name
- Date of Birth
- Home telephone number
- National Identification Number
- Job title
- Work telephone number
- Membership of insider list and/or confidential lists
- Email Address
- Home Address
- Personal mobile telephone number
- Work Address
- Work mobile telephone number

### 1.4 CATEGORIES OF DATA SUBJECT THAT MAY BE PROCESSED (INCLUDING, BUT NOT LIMITED TO)

- Employees of Customer
- Individuals associated with the employees of the Customer
- Third Party Advisors to the Customer

### 1.5 DURATION OF THE PROCESSING

The term of the agreement.

