

CSE LICENCE AGREEMENT

Parties:

- (1) CAPGEMINI UK PLC, a company incorporated in England and Wales under number 00943935 whose registered office is at 1 Forge End, Woking, Surrey, GU21 6DB, United Kingdom (the Supplier); and
- (2) the person whose details are registered through the applicable portal, called AWS Marketplace (the Customer).

IT IS ACKNOWLEDGED THAT:

(A) The Supplier is the licensor of the Service (which is more particularly defined below) that provides the Customer with a security log monitoring and analysis service which gives visibility to the Customer with respect to immediate threats, operational patterns, and executive metrics about the Customer's cloud systems and processes.

(B) The Customer wishes to obtain a licence to the Service in consideration for the payment of the fees, and subject to the provisions of this Agreement.

THE PARTIES AGREE AS FOLLOWS:

1 Definitions and Interpretation

1.1 The definitions and rules of interpretation set out in Schedule 1 shall apply to this Agreement.

1.2 In this Agreement:

1.2.1 each registration page entered into by the Customer shall be deemed by the Parties to incorporate the terms and conditions of this licence agreement detailed in this document which, together with the Customer's notification of its subscription on the AWS Marketplace, together constitute the "Agreement";

1.2.2 to the extent that the Services are those supplied by Amazon Web Services (AWS) (the AWS Services), the terms and conditions of AWS shall apply (the AWS Terms), the AWS Terms being linked here: <https://aws.amazon.com/agreement/>, it being acknowledged that: (i) the AWS Services and the AWS Terms shall not form part of this Agreement, but form a separate contract between the Customer and AWS (in respect of which AWS Services and AWS Terms Supplier shall have no liability or obligation of any kind to the Customer whatsoever); and (ii) AWS may change the AWS Terms from time to time;

1.2.3 where any Subscription Fees are to be paid by the Customer, they shall be paid in accordance with Clause 7, in consideration for the provision of the Services;

1.2.4 in the event of any conflict in respect of the provisions of this Agreement and/or the documents referred to in it the following order of priority shall prevail (in ascending order of priority):

- (a) these terms and conditions;
- (b) the Schedules to these terms and conditions; and
- (c) the Policies,

(such that, for example, where there is any conflict between these terms and conditions and the Policies, the Policies shall prevail), save that where any part of the Services is supplied by AWS, the AWS Terms shall prevail over all of the materials detailed in this Clause 1.2.4, but solely with respect to that part of the Services provided by AWS; and

1.2.5 subject to the order of priority between documents in Clause 1.2.2, later versions of documents detailed in this Agreement shall prevail over earlier ones if there is any conflict or inconsistency between them.

1.3 Any obligation of the Supplier under this Agreement to comply or ensure compliance by any person or the Services with any law shall be limited to compliance only with laws in force wherever the Services are used as

generally applicable to businesses and to providers of software as a service solutions. Such obligations shall not be construed to create any obligation on the Supplier (or anyone acting on its behalf) or any part of the Services to comply with any laws or regulations which apply solely to specific commercial or other activities (such as insurance, legal advice or banking or other professional services) or which apply solely to a specific commercial or non-commercial sector (or part of the same) (such as the public, legal, accountancy, actuarial, insurance, banking or financial service sectors).

2 Rights of Use

2.1 Upon the Order Acceptance, and in consideration for the payment to the Supplier by the Customer of one pound (£1.00) (which amount shall be deemed by the Parties to have been paid by the Customer) and in consideration for the payment of the Subscription Fees, and subject to the terms of this Agreement, the Supplier grants the Customer a non-exclusive, non-transferable, personal right to use each Services as more particularly detailed in Schedule 2 during the Services Period for the Permitted Purpose.

2.2 The Customer also undertakes to execute all necessary steps including the execution of actions in its AWS account to complete connectivity between the Customer's environment and the Services. It being acknowledged that if the Customer neglects to do so, then it will not be able to receive the benefits of the Services whilst it is still being billed for the Services. If the Customer experiences any difficulties with executing any such actions in its AWS account, it must notify the Supplier by email (cloudsoessentialscapgemini.com) promptly, and the Supplier shall endeavour to resolve such issues as soon as it is reasonably able to do so.

2.3 The Customer acknowledges that access to the Services may take up to two (2) Business Days from Order Acceptance to initially set up and that use of the Services is at all times subject to the Customer's full compliance with this Agreement and the requirements identified in this Agreement (including all minimum system requirements).

2.4 The Customer acknowledges that the Services do not include:

2.4.1 any services, systems or equipment required to access the internet (and that the Customer is solely responsible for procuring access to the internet and for all costs and expenses in connection with internet access, communications, data transmission and wireless or mobile charges incurred by it in connection with use of the Services);

2.4.2 dedicated data back up or disaster recovery facilities (and the Customer should ensure it at all times maintains backups of all Customer Data), it being acknowledged that the Supplier shall not back up or recover any Customer Data; or

2.4.3 legal, accounting or other professional or regulated services and that, except as expressly stated in this Agreement, no assurance is given that the Services will comply with or satisfy any legal or regulatory obligation of any person.

3 Authorised Usage

3.1 The Customer shall ensure that its use of the Services is at all times in accordance with this Agreement and the requirements of the AWS Terms and the AWS Marketplace.

3.2 The Customer shall provide the Supplier with emails of those of its staff, solely for the purpose of: (i) enabling the Customer to have the use of the Services; and (ii) sending necessary notifications to the Customer in order to enable the Customer to receive any outputs from the Services.

3.3 The Customer will at all times comply with the Acceptable Use Policy and all other provisions of this Agreement, including any acceptable use policy which is detailed within the AWS Terms.

3.4 The Customer shall comply with all applicable laws, rules, and regulations governing export that apply to the Services, the Customer Data and the Documentation (or any part), and shall not export or re-export, directly or indirectly, separately or as a part of a system, the Services, the Customer Data or the Documentation (or any part) to, or access or use the Services, the Customer Data or the Documentation (or any part) in, any country or territory for which an export licence or other approval is required under the laws of the United Kingdom, the United States, the European Union or any of its member states, without first obtaining such licence or other approval. Without prejudice to the Supplier's obligations under the Data Protection Addendum, the Customer shall be solely responsible for ensuring its access, importation and use of the Services, the Customer Data and Documentation in compliance with all export and other laws.

3.5 The obligations of the Customer detailed in this Clause 3 shall apply mutatis mutandis to the AWS Services in accordance with the AWS Terms, save that it is acknowledged that where the AWS Terms include provisions similar to those detailed in this Clause 3, those AWS Terms shall prevail with respect to any use of the AWS Services by the Customer.

3.6 Clauses 3.5 to 3.5 (inclusive) shall survive termination or expiry of this Agreement.

4 Indemnity

4.1 The Customer shall indemnify, keep indemnified and hold harmless the Supplier (on the Supplier's own behalf on behalf of each of the Supplier's Affiliates) from and against any losses, claims, damages, liability, Data Protection Losses, costs (including legal and other professional fees), expenses or otherwise incurred by it (or any of its Affiliates) as a result of the Customer's actual or alleged breach of this Agreement.

4.2 This Clause 4 shall survive termination or expiry of this Agreement.

5 Downtime

5.1 The Customer acknowledges that it may receive no advance notification for downtime caused by Force Majeure or for other emergency maintenance.

5.2 It is acknowledged that the Supplier shall have no obligation to provide support and/or maintenance in connection with the AWS Services.

6 Changes to the Services and Terms

6.1 The Supplier may at its absolute discretion make, and notify the Customer of, updated versions of the documents referred to in Clause 1.2.2 or other documents referred to in any part of this Agreement from time to time (each, an Update Notification), and the Customer's continued use of the Services shall be deemed by the Parties to constitute its acceptance of any such update(s).

6.2 The materials subject to such Update Notification shall replace the preceding version of the same materials for the purposes of this Agreement from the date 30 calendar days after the issue of an Update Notification of such revised document(s) (the Update) (or at such later date as the Supplier may specify), save where the AWS Terms require a longer notification period.

6.3 The Customer acknowledges that the Supplier shall also be entitled to modify the features and functionality of the Services. The Supplier shall endeavour to provide that any such modification does not materially adversely affect the use of the relevant Services(s) by the Supplier's customers generally. The Supplier may, without limitation to the generality of this Clause 6.4, establish new limits on the Services (or any part), including limiting the volume of data which may be used, stored or transmitted in connection with the Service, remove or restrict application programming

interfaces or make alterations to data retention periods, provided such changes are introduced by Update to the relevant impacted contractual documents. Where applicable, the Supplier may issue an Update Notification in respect of the same.

6.4 The Supplier shall comply with its related obligations in the Data Protection Addendum (Schedule 3 below), and any data protection requirements detailed in the AWS Terms.

6.5 The Customer further acknowledges that: (i) AWS shall be entitled to modify the AWS Services in accordance with the AWS Terms, but that the Supplier shall have no obligation to procure that AWS modifies or does not modify the AWS Terms or any aspect of the AWS Services; and (ii) the Supplier shall have no responsibility or liability for any modifications to the AWS Services, and if the Customer wishes to seek any redress in respect of the same, it should do so against AWS and in accordance with the AWS Terms.

7 Fees

7.1 The Subscription Fee and any other charges (including expenses) expressly agreed between the Parties in writing shall be paid by the Customer at the rates and in the manner described in the Pricing Terms.

7.2 The Customer shall pay the Subscription Fees and any other Fees by means of an electronic transfer to the bank account of AWS in accordance with the relevant provisions of the AWS Terms, it being acknowledged that AWS is the payment agent of the Supplier, and shall hold such Subscription Fees and other Fees on behalf of the Supplier following the receipt by AWS of the same, and that AWS shall transfer such Subscription Fees and other Fees to the Supplier. It is acknowledged that the Subscription Fees are levied on a monthly basis and will be charged for the whole of each calendar month, irrespective of whether the Customer purchases the Services for part of a calendar month.

7.3 The Fees are exclusive of VAT, sales or any other tax which shall be payable by the Customer at the rate and in the manner prescribed by law as part of the payment process detailed in Clause 7.2 above and the AWS Marketplace.

7.4 AWS shall have the right to charge interest on overdue invoices in accordance with the interest rate stipulated in the AWS Terms or in accordance with the interest rate detailed in the United Kingdom Late Payment of Commercial Debts (Interest) Act 1998, whichever is the higher, calculated from the date when payment of the invoice becomes due for payment up to and including the date of actual payment whether before or after judgment.

7.5 Each of AWS and the Supplier shall be entitled to increase the Fees for any and all Services (in the case of AWS, in accordance with the AWS Terms, and by the Supplier, to the extent permitted by AWS) at any time and, in the case of any such change being made by the Supplier, any such change shall be communicated by notice to the Customer.

7.6 To the extent this Agreement terminates or expires the Customer shall not be entitled to any refund or discount of Fees paid for any parts of any month during which the Services cease to be provided.

8 Warranties

8.1 Subject to the remainder of this Clause 8, the Supplier warrants that:

8.1.1 each Services shall operate materially in accordance with its Description when used in accordance with this Agreement under normal use and normal circumstances during the relevant Services Period; and

8.1.2 it shall provide each of the Services with reasonable care and skill.

8.2 The Services may be subject to delays, interruptions, errors or other problems resulting from use of the internet or public electronic communications networks used by the Parties or third parties. The Customer

acknowledges that such risks are inherent in cloud services and that the Supplier shall have no liability for any such delays, interruptions, errors or other problems.

8.3 If there is a breach of any warranty in Clause 8.1 the Supplier shall at its option: use reasonable endeavours to repair or replace the impacted Services within a reasonable time or (whether or not it has first attempted to repair or replace the impacted Service) refund the Fees for the impacted Services which were otherwise payable for the period during which the Supplier was in breach of any such warranty (provided such period is at least 30 consecutive days). To the maximum extent permitted by law, this Clause 8.4 sets out the Customer's sole and exclusive remedy (however arising, whether in contract, negligence or otherwise) for any breach of any of the warranties in Clause 8.1. However, if there is a breach by AWS of any warranty given in the AWS Terms, the Customer will need to seek redress in accordance with the AWS Terms, and the Supplier shall have no liability to the Customer in respect of the same (the liability being between the Customer and AWS).

8.4 The warranties in Clause 8.1 are subject to the limitations set out in Clause 17 and shall not apply to the extent that any error in the Services arises as a result of:

8.4.1 incorrect operation or use of the Services by the Customer, any Authorised Affiliate or any Authorised User (including any failure to follow the Documentation or failure to meet minimum specifications);

8.4.2 use of any of the Services other than for the purposes for which it is intended;

8.4.3 use of any Services with other software or services or on equipment with which it is incompatible (unless the Supplier recommended or required the use of that other software or service or equipment in any of the materials provided by the Supplier);

8.4.4 any act by any third party (including hacking or the introduction of any virus, Trojan, ransomware, malware or any other form of malicious code or software);

8.4.5 any modification of Services (other than that undertaken by the Supplier or at its direction); or

8.4.6 any breach of this Agreement by the Customer (or by any Authorised Affiliate or Authorised User).

8.5 The Supplier may make Non-Supplier Materials (which may include any AWS materials) available for the Customer's use in connection with the Services. The Customer agrees that:

8.5.1 the Supplier has no responsibility for the use or consequences of use of any Non-Supplier Materials;

8.5.2 the Customer's use of any Non-Supplier Materials shall be governed by the applicable terms between the Customer and the owner or licensor of the relevant Non-Supplier Materials;

8.5.3 the Customer is solely responsible for any Non-Supplier Materials used in connection with the Services and for compliance with all applicable third party terms which may govern the use of such Non-Supplier Materials; and

8.5.4 the continued availability, compatibility with the Services and performance of the Non-Supplier Materials is outside the control of the Supplier and the Supplier has no responsibility for any unavailability of or degradation in the Services to the extent resulting from the availability, incompatibility or performance of any of the Non-Supplier Materials;

8.6 The Customer acknowledges that no liability or obligation is accepted by the Supplier (howsoever arising whether under contract, tort, in negligence or otherwise):

8.6.1 that the Services shall meet the Customer's individual needs, whether or not such needs have been communicated to the Supplier;

8.6.2 that the operation of the Services shall not be subject to minor errors or defects, and is not provided on a fault-free basis; or

8.6.3 that the Services shall be compatible with any other software or service or with any hardware or equipment except to the extent expressly referred to as compatible in any of the materials provided by the Supplier.

8.7 Other than as set out in this Clause 8, and subject to Clause 17.7, all warranties, conditions, terms, undertakings or obligations whether express or implied by statute, common law or otherwise and including any implied terms relating to quality, fitness for any particular purpose or ability to achieve a particular result are excluded to the extent permitted by law.

8.8 The Supplier provides no warranty, representation or undertaking whatsoever with respect to the AWS Services, and it is acknowledged that the AWS Services shall be provided by AWS to the Customer solely in accordance with the AWS Terms. Accordingly, the Supplier has no liability or responsibility of any kind to the Customer with respect to the AWS Services, and that if any issues arise in respect of the same, the sole remedy of the Customer will be against AWS in accordance with the AWS Terms.

8.9 The Parties acknowledge that the Services are available only to business entities and, accordingly, the Customer warrants, represents and undertakes that it is a corporate entity and is not an individual consumer.

9 Customer's Responsibilities

9.1 The Customer shall at all times comply with all applicable laws and Policies relating to the use or receipt of the Services, including laws relating to privacy, data protection and use of systems and communications.

9.2 The Customer warrants, represents and undertakes that it will comply with all of the usage policies and other materials of the Supplier (including the Policies) and AWS which may be communicated by the Supplier or AWS (as the case may be) to the Customer from time to time, but it is acknowledged that any failure by the Customer to comply with the usage policies and other materials of AWS shall be a matter solely between the Customer and AWS.

9.3 The Customer acknowledges that its consumption of AWS resources and services relating to the delivery of the appropriate logs to the Services may incur additional costs, which the Customer may be required to pay to AWS in accordance with the AWS Terms or as otherwise agreed by the Customer and AWS (in respect of which the Supplier shall have no obligation or liability to the Customer).

10 Intellectual Property

10.1 All Intellectual Property Rights in and to the Services (including in all Applications, Documentation and all Supplier Provided Materials) belong to and shall remain vested in the Supplier or the relevant third party owner (which, in the case of the AWS Services shall be AWS), but it is acknowledged that this Clause 10.1 shall not have the effect of transferring to the Supplier or any third party title to any of the Customer Data, which shall be licensed to the Supplier (and any the direct and indirect sub-contractors of the Supplier performing any of the Services on behalf of the Supplier) in accordance with Clause 10.2 below.

10.2 The Customer may be able to store or transmit Customer Data using one or more Services and the Services may interact with Customer Systems. The Customer hereby grants a royalty-free, non-transferable, non-exclusive licence for the Supplier (and each of its direct and indirect sub-contractors) to use, copy and otherwise utilise the Customer Data and Customer Systems to the extent necessary to perform or provide the Services or to exercise or perform the Supplier's rights, remedies and obligations under this Agreement.

10.3 To the extent Non-Supplier Materials are made available to, or used by or on behalf of the Customer, any Authorised Affiliate or any Authorised User in connection with the use or provision of any Services, such use of Non-Supplier Materials (including all licence terms) shall be exclusively governed by applicable third party terms notified or made available by the Supplier or the third party and not by this Agreement. The Supplier grants no Intellectual Property Rights or other rights in connection with any Non-Supplier Materials.

10.4 The Customer hereby waives (and shall ensure all relevant third parties have waived) all rights to be identified as the author of any work, to object to derogatory treatment of that work and all other moral rights in the Intellectual Property Rights assigned to the Supplier under this Agreement.

10.5 Except for the rights expressly granted in this Agreement, the Customer, any Authorised User, any Customer Affiliate and their direct and indirect sub-contractors, shall not acquire in any way any title, rights of ownership, or Intellectual Property Rights of whatever nature in the Services (or any part including the Applications or Documentation) and no Intellectual Property Rights of either Party are transferred or licensed as a result of this Agreement.

10.6 This Clause 10 shall survive the termination or expiry of this Agreement.

11 Infringement Claims

11.1 Subject to Clauses 11.2 and 11.5, each Party (the Indemnifying Party) shall:

11.1.1 defend at its own expense any claim brought against the other Party (the Indemnified Party) by any third party, including AWS, alleging that the provision or use of the Services infringes any copyright, database right or registered trade mark, registered design right or registered patent (an IP Claim); and

11.1.2 pay, subject to Clause 11.3, all costs and damages awarded or agreed in settlement or final judgment of an IP Claim.

11.2 The provisions of Clause 11.1 shall not apply unless the Indemnified Party:

11.2.1 promptly notifies the Indemnifying Party upon becoming aware of any actual or threatened IP Claim and provides full written particulars;

11.2.2 makes no comment or admission and takes no action that may adversely affect the Indemnifying Party's ability to defend or settle the IP Claim;

11.2.3 provides all assistance reasonably required by the Indemnifying Party subject to the Indemnifying Party paying the Indemnified Party's reasonable costs; and

11.2.4 gives the Indemnifying Party sole authority to defend or (subject to prior consultations between the Parties) settle the IP Claim.

11.3 The provisions of Clause 17 shall apply to any payment of costs and damages awarded or agreed in settlement or final judgment of an IP Claim under Clause 11.1.

11.4 In the event of any IP Claim the Supplier may elect to terminate this Agreement immediately by written notice and promptly refund to the Customer on a pro-rata basis for any unused proportion of the monthly Subscription Fees paid in advance. This Clause 11.4 is without prejudice to the rights and remedies under Clauses 11.1.

11.5 The Supplier shall have no liability or obligation under this Clause 11 in respect of (and shall not be obliged to defend) any IP Claim which arises in whole or in part from:

11.5.1 any modification of the Services (or any part) without the Supplier's express written approval;

11.5.2 any Non-Supplier Materials;

11.5.3 any Customer Data;
11.5.4 any Open Source Software;
11.5.5 any breach of this Agreement by the Customer;
11.5.6 the installation or use of the Services (or any part) otherwise than in accordance with this Agreement and the User Manual; or
11.5.7 the installation or use of the Services (or any part) in combination with any software, hardware or data that has not been supplied or expressly authorised by the Supplier.
11.6 Subject to Clause 17.7, the provisions of this Clause 11 set out the Customer's sole and exclusive remedy (howsoever arising, including in contract, tort, negligence or otherwise) for any IP Claim.

12 Customer Systems and Customer Data

12.1 Customer Data shall at all times remain the property of the Customer or its licensors.

12.2 Except to the extent the Supplier has direct obligations under data protection laws, the Customer acknowledges that the Supplier has no control over any Customer Data hosted as part of the provision of the Services and may not actively monitor or have access to the content of the Customer Data.

12.3 The Customer shall ensure (and is exclusively responsible for) the accuracy, quality, integrity and legality of the Customer Data and that its use (including use in connection with the Service) complies with all applicable laws (including all data protection laws and regulations) and Intellectual Property Rights; accordingly, the Customer shall indemnify and keep indemnified the Supplier against any loss, damage, cost, expense, claim or otherwise suffered by the Supplier on account of any breach by the Customer under this Clause 12.3.

12.4 It is acknowledged that the Supplier shall be permitted to retain Customer Data for 365 days from the date on which it is supplied by the Customer to the Supplier, it being acknowledged that such retention is necessary for the purpose of permitting the Supplier to provide the Services, and also in connection with audits.

12.5 If the Supplier becomes aware of any allegation that any Customer Data may not comply with the Acceptable Use Policy or any other part of this Agreement the Supplier shall have the right to permanently delete or otherwise remove or suspend access to any Customer Data which is suspected of being in breach of any of the foregoing from the Services and/or disclose Customer Data to law enforcement authorities (in each case without the need to consult the Customer). Where reasonably practicable and lawful the Supplier shall notify the Customer before taking such action.

12.6 Except as otherwise expressly agreed in this Agreement, the Supplier shall not be obliged to provide the Customer with any assistance extracting, transferring or recovering any data whether during or after the Service Period. The Customer acknowledges and agrees that it is responsible for maintaining safe backups and copies of any Customer Data, including as necessary to ensure the continuation of the Customer's and Authorised Affiliates' businesses. The Customer shall, without limitation, ensure that it backs up (or procures the back up of) all Customer Data regularly (in accordance with its, its Authorised Affiliates and its Authorised Users' needs) and extracts it from each Services prior to the termination or expiry of this Agreement or the cessation or suspension of any of the Services.

12.7 The Supplier routinely undertakes regular backups of the Services (which would not include Customer Data) for its own business continuity purposes. The Customer acknowledges that such steps do not in any way make the Supplier responsible for ensuring the Customer Data does not become inaccessible, damaged or corrupted. To the maximum extent permitted by applicable law, the Supplier shall not be responsible (under any legal theory, including in

negligence) for any loss of availability of, or corruption or damage to, any Customer Data. It is acknowledged that the Supplier shall have no obligations with respect to any Customer Data on its servers, to the maximum extent permitted by law.

12.8 The Customer hereby instructs that the Supplier shall within 60 days of the earlier of the end of the provision of the Services (or any part) relating to the processing of the Customer Data securely dispose of such Customer Data processed in relation to the Services (or any part) which have ended (and all existing copies of it) except to the extent that any applicable laws of the United Kingdom (or a part of the United Kingdom) requires the Supplier to store such Customer Data. The Supplier shall have no liability (howsoever arising, including in negligence) for any deletion or destruction of any such Customer Data undertaken in accordance with this Agreement.

12.9 It is further acknowledged that Customer Data retained by the Supplier for billing and invoicing purposes may need to be transferred to local tax authorities, to the extent permitted by the applicable law.

13 Confidentiality, Security of Customer Data and Data Protection

13.1 The Supplier shall maintain (and shall procure that its own sub-contractors maintain) the confidentiality of the Customer Data and shall not without the prior written consent of the Customer or in accordance with this Agreement, disclose or copy the Customer Data other than as necessary for the performance of the Services or its express rights and obligations under this Agreement. It is acknowledged that certain of the sub-contractors of the Supplier may store Customer Data for the purposes of providing the Services.

13.2 The Supplier shall implement technical and organisational security measures in accordance with the Information Security Addendum.

13.3 The Supplier:

13.3.1 undertakes to disclose the Customer Data only to those of its officers, employees, agents, contractors and direct and indirect sub-contractors to whom, and to the extent to which, such disclosure is necessary for the purposes contemplated under this Agreement or as otherwise reasonably necessary for the provision or receipt of the Services, and

13.3.2 shall be responsible to the Customer for any acts or omissions of any of the persons referred to in Clause 13.3.1 in respect of the confidentiality and security of the Customer Data as if they were the Supplier's own, save that the Supplier shall not be liable or responsible for the security failures of AWS or any other supplier, and if such failures were to arise, the Customer should seek redress from AWS under the AWS Terms, and not from the Supplier.

13.4 The provisions of this Clause 13 shall not apply to information which:

13.4.1 is or comes into the public domain through no fault of the Supplier, its officers, employees, agents or contractors;

13.4.2 is lawfully received by the Supplier from a third party free of any obligation of confidence at the time of its disclosure;

13.4.3 is independently developed by the Supplier (or any of its Affiliates or any person acting on its or their behalf), without access to or use of such Confidential Information; or

13.4.4 is required by law, by court or governmental or regulatory order to be disclosed, provided that Clauses 13.4.1 to 13.4.3 (inclusive) shall not apply to Protected Data.

13.5 This Clause 13 shall survive the termination or expiry of this Agreement for a period of [ten] years.

13.6 To the extent any Customer Data is Protected Data, the Supplier shall ensure that such Customer Data may be disclosed or used only to the extent

such disclosure or use does not conflict with any of the Supplier's obligations under the Data Protection Addendum or Clauses 13.7 to 13.17. Clauses 13.1 to 13.5 (inclusive) are subject to this Clause 13.6.

13.7 In respect of any processing by the Supplier of the Personal Data of the Customer pursuant to this Agreement, it is acknowledged that the Customer is the Data Controller and the Supplier is the Data Processor, and each Party agrees to comply with all corresponding obligations as per the applicable data protection laws. It is further acknowledged that any sub-contractor of the Supplier which processes the Personal Data of the Customer shall be a sub-processor of the Supplier.

13.8 The Customer authorises the Supplier to process such Personal Data on the Customer's behalf as it is necessary for the purposes of this as defined in the Data Protection Addendum, it being acknowledged that, in the event of any ambiguity, conflict or inconsistency arising between the Data Protection Addendum and these Clauses 13.7 to 13.17, these Clause 13.7 and 13.17 shall prevail.

13.9 The Parties acknowledge that Personal Data shall be handled in accordance with the Supplier's Binding Corporate Rules (the BCR-Processor Rules, which shall consist of the Capgemini Processor Binding Corporate Rules and the Capgemini Processor UK Binding Corporate Rules) of the Capgemini Group, and are available at <https://www.capgemini.com/resources/capgemini-binding-corporate-rules/> or can be sent to the Customer by electronic means on request. The Parties agree that the BCR-Processor Rules are fully integrated by reference into this Agreement. In case of contradiction or inconsistency between the terms of this Agreement and the BCR-Processor Rules, the BCR-Processor Rules shall prevail.

13.10 In accordance with Article 28 of Regulation 5419/16 of the European Parliament and of the Council on the protection of individuals with regard to the processing of Personal Data and on the free movement of such data (hereafter, GDPR), or any local law implementing the GDPR, including but not limited to, GDPR and the UK Data Protection Act 2018, the Parties are entering into these provisions on the processing of Personal Data under this Agreements. All capitalized words in this clause shall have the meaning ascribed to them in the GDPR (subject to Schedule 1 below).

13.11 The Supplier agrees to:

13.11.1 process the Personal Data only on documented instructions from the Customer, unless otherwise required by law to which the Supplier is subject (in which case, the Supplier shall inform the Customer of that legal requirement before processing, unless that law prohibits this on important grounds of public interest);

13.11.2 ensure that persons authorised to process the Personal Data have committed themselves to confidentiality or are under an appropriate statutory obligation of confidentiality;

13.11.3 take all measures required pursuant to Article 32 of GDPR (being Security of Processing) as set out in the Data Protection Addendum;

13.11.4 respect the conditions referred to in Paragraphs 2 and 4 of Article 28 of GDPR for engaging another Data Processor (the Sub-Processor);

13.11.5 taking into account the nature of the processing, assist the Customer by appropriate technical and organisational measures as described in the Data Protection Addendum, insofar as this is possible, for the fulfilment of the Customer's obligation to respond to requests for exercising the Data Subject's rights laid down in Chapter III of GDPR;

13.11.6 assist the Customer in ensuring compliance with the obligations pursuant to Articles 32 to 36 of GDPR and as described in the Data Protection Addendum, taking into account the nature of processing and the information available to the Supplier;

13.11.7 at the Customer's option, delete or return to the Customer all the Personal Data after the end of the provision of the Services relating to processing, and delete existing copies unless Union or Member State law requires storage of the Personal Data;

13.11.8 make available to the Customer all information necessary to demonstrate compliance with the obligations in this Clause 13.11 and allow for and contribute to audits, including inspections, conducted by the Customer or another auditor mandated by the Customer (who shall not be a competitor of the Supplier); and

13.11.9 with regard to Clause 13.11.1 above, immediately inform the Customer if, in the Supplier's opinion, an instruction of the Customer infringes the GDPR or other Union or Member State data protection provisions, it being acknowledged that this opinion shall not be construed as legal advice by the Supplier.

13.12 The Customer warrants, represents and undertakes that it is entitled to transfer the Personal Data to the Supplier and/or the Sub-Processor(s) in full compliance with applicable data protection laws, including as needed, compliance with any prior required formalities and Data Subject rights, such as information and/or consent when such is required under applicable data protection laws. The Customer commits that if the transfer involves Special Categories of Personal Data, the Data Subject has been informed or will be informed before the transfer that his/her Personal Data could be transferred to a third country not providing adequate protection, where the Supplier operates. The Customer commits to inform the Data Subject about the existence of Sub-Processors based outside of the EU and of the BCR-Processor Rules. The Customer commits to make available to the Data Subjects upon request a copy of the BCR-Processor Rules and of this Agreement (after deleting any sensitive and confidential commercial information).

13.13 The Customer agrees that the Supplier may engage Sub-Processors (located inside or outside of the European Economic Area (or EEA)) to process the Personal Data as necessary for the performance of the Services under this Agreement (the General Consent). Notwithstanding the General Consent given by the Customer, the Supplier shall inform the Customer of any intended changes concerning the addition or replacement of any Sub-Processor within a reasonable time prior to implementation of such change.

13.14 Where the Supplier intends to process Customer Personal Data outside either the EEA, the UK or a country with an Adequacy Decision (each, a Third Country), the Supplier shall obtain the Customer's prior express written consent, and for the avoidance of doubt the general consent provided in Clause 13.13 above is the Customer's consent in approving the transfers to those Sub-Processors in a Third Country. The following shall apply as applicable to a transfer of Customer Personal Data to a Third Country:

13.14.1 for a transfer of Customer Personal Data from a Supplier entity within the EEA or the UK to another Supplier entity in a Third Country, the BCR-Processor Rules, shall apply;

13.14.2 for a transfer of Customer Personal Data from a Supplier entity within the EEA to a third party in a Third Country, the Parties shall enter into the EU Commission Standard Contractual Clauses; and

13.14.3 for a transfer of Customer Personal Data from a Supplier entity within the UK to a third party in a Third Country, the Parties shall enter into the UK International Data Transfer Agreement or the EU Commission Standard Contractual Clauses and the International Data Transfer Addendum (the Addendum) to the EU Commission Standard Contractual Clauses.

13.15 The Customer acknowledges that it is and will remain solely responsible for determining the purposes and the means of the Supplier's processing the Personal Data in the course of performing its obligations under this Agreement and for approving the security measures applicable to the

protection of Personal Data as defined in the Data Protection Addendum. The Customer remains solely responsible for the accuracy and adequacy of the aforementioned purposes and means.

13.16 Any changes to the security measures that are required by the Customer, including in order to comply with applicable data protection laws, shall be agreed by the Parties (acting reasonably and promptly). The Customer agrees to bear any costs incurred by the Supplier in complying with such changes.

13.17 It is acknowledged that any processing of Customer Personal Data undertaken by AWS shall be pursuant to any separate undertakings given by the Customer and AWS to each other, in respect of which: (i) the Supplier shall have no responsibility; and (ii) it will be incumbent on the Customer to seek relief from AWS. It is further acknowledged that AWS shall not be a sub-processor of any such Customer Personal Data.

14 Supplier's Confidential Information

14.1 The Customer shall maintain the confidentiality of the Supplier's Confidential Information and shall not without the prior written consent of the Supplier, disclose, copy or modify the Supplier's Confidential Information (or permit others to do so) other than as necessary for the performance of its express rights and obligations under this Agreement.

14.2 The Customer undertakes to:

14.2.1 disclose the Supplier's Confidential Information only to those of its officers, employees, agents and contractors to whom, and to the extent to which, such disclosure is necessary for the purposes contemplated under this Agreement;

14.2.2 procure that such persons are made aware of and agree in writing to observe the obligations in this Clause 14; and

14.2.3 be responsible for the acts and omissions of those third parties referred to in this Clause 14.2 as if they were the Customer's own acts or omissions.

14.3 The Customer shall give notice to the Supplier of any unauthorised use, disclosure, theft or loss of the Supplier's Confidential Information immediately upon becoming aware of the same.

14.4 The provisions of this Clause 14 shall not apply to information which:

14.4.1 is or comes into the public domain through no fault of the Customer, its officers, employees, agents or contractors;

14.4.2 is lawfully received by the Customer from a third party free of any obligation of confidence at the time of its disclosure;

14.4.3 is independently developed by the Customer, without access to or use of the Supplier's Confidential Information; or

14.4.4 is required by law, by court or governmental or regulatory order to be disclosed provided that the Customer, where possible, notifies the Supplier at the earliest opportunity before making any disclosure.

14.5 This Clause 14 shall survive the termination or expiry of this Agreement for a period of 10 years.

15 Monitoring

15.1 During the Service Period and for 7 years thereafter the Customer shall maintain full and accurate records relating to its usage of the Services under this Agreement.

15.2 The Customer shall allow and procure for the Supplier (and any representatives of the Supplier) access to its premises to:

15.2.1 inspect use of the Services; and

15.2.2 audit (and take copies of) the relevant records of the Customer, in each case to the extent necessary to verify that the Customer is in compliance with its obligations under this Agreement.

15.3 Unless otherwise agreed in writing, the inspection and audit referred to in Clause 15.2 shall be undertaken:

15.3.1 during the Customer's normal business hours on Business Days;

15.3.2 subject to the provision by the Supplier of a minimum of 5 Business Days' notice; and

15.3.3 not more than twice in any calendar year or more frequently if the Supplier is required to do so as a matter of applicable law and/or if the Supplier has reasonable grounds for supposing that there has been, or is likely to be, malfeasance on the part of the Customer.

15.4 At the Supplier's request from time to time the Customer shall promptly (and in any event within two Business Days of such request) provide the Supplier with copies of the records referred to in Clause 15.1.

15.5 The Supplier may monitor, collect, store and use information on the use and performance of the Services (including Customer Data) to detect threats or errors to the Services and/or Supplier's operations and for the purposes of the further development and improvement of the Supplier's services, provided that such activities at all times comply with the Privacy Policy and Data Protection Addendum.

15.6 It is acknowledged that AWS shall be entitled to undertake such monitoring that it is entitled to undertake pursuant to the AWS Terms with respect to the Customer's usage of the AWS Services.

15.7 This Clause 15 shall survive termination or expiry of this Agreement for a period of 12 months.

16 Relief

To the maximum extent permitted by law, the Supplier shall not be liable (under any legal theory, including negligence) for any breach, delay or default in the performance of this Agreement to the extent the same (or the circumstances giving rise to the same) arises or was contributed to by any Relief Event.

17 Limit of Liability

17.1 The extent of the Supplier's liability under or in connection with this Agreement (regardless of whether such liability arises in tort, contract or in any other way and whether or not caused by negligence or misrepresentation or under any indemnity) shall be as set out in this Clause 17.

17.2 Subject to Clause 17.5, the Supplier's total aggregate liability in respect of the Services (howsoever arising under or in connection with this Agreement), but not including any of the AWS Services (in respect of which the Supplier shall have no liability, since any redress sought by the Customer in respect of the AWS Services should be undertaken against AWS in accordance with the AWS Terms), whether such liability arises in contract, tort (including negligence), breach of statutory duty, indemnity or otherwise in each Contract Year shall not exceed an amount equal to the Subscription Fees for the relevant Services paid to the Supplier by the Customer in that Contract Year and, for the purposes of this Clause 17.2, a Contract Year shall mean each consecutive 12 month period commencing upon the date on which the provision of the Services commences and each subsequent anniversary of the same. The liability detailed in this Clause 17.2 shall be without prejudice to any obligation on the part of the Supplier to resolve any problems which arise in connection with the Services in accordance with the undertakings of the Supplier under this Agreement.

17.3 Subject to Clause 17.5, the Supplier shall not be liable under this Agreement for consequential, indirect or special losses, however caused.

17.4 Subject to Clause 17.5, the Supplier shall not be liable for any of the following (whether direct or indirect):

17.4.1 loss of actual or anticipated profits;
17.4.2 destruction, loss of use or corruption of data;
17.4.3 loss or corruption of software or systems;
17.4.4 loss or damage to equipment;
17.4.5 loss of use;
17.4.6 loss of production;
17.4.7 loss of contract;
17.4.8 loss of commercial opportunity;
17.4.9 loss of actual or anticipated savings, discounts or rebates; and/or
17.4.10 harm to reputation or loss of goodwill; and/or
17.4.11 wasted expenditure.
17.5 Notwithstanding any other provision of this Agreement, the liability of neither Party shall be limited in any way in respect of the following:
17.5.1 death or personal injury caused by negligence;
17.5.2 fraud or fraudulent misrepresentation; or
17.5.3 any other losses which cannot be excluded or limited by applicable law.
17.6 It is acknowledged that, as the Supplier does not provide any of the AWS Services, it shall have no liability to the Customer with respect to the AWS Services; accordingly, if the Customer has any claim in respect of the AWS Services, that claim should be made against AWS alone.
17.7 This Clause 17 shall survive the termination or expiry of this Agreement.

18 Suspension

18.1 The Supplier may suspend access to the Services (or any part) without incurring any liability to the Customer, if:
18.1.1 the Supplier suspects that there has been any misuse of the Services or breach of this Agreement;
18.1.2 the Customer fails to pay any sums due to the Supplier by the due date for payment; or
18.1.3 required by law, by court or governmental or regulatory order, and it is acknowledged that AWS may suspend the provision of the AWS Services in accordance with its rights under the AWS Terms, but in the event that any such suspension renders the Services inoperative (or compromises them in any way), the Supplier shall be deemed by the Parties not to be in breach of its obligations under this Agreement, and it is acknowledged that the Customer will need to pursue whatever redress it may have against AWS under the AWS Terms.
18.2 Where the reason for the suspension is suspected misuse of the Services or breach of this Agreement, without prejudice to its rights under Clause 20, the Supplier will endeavour to take steps to investigate the issue and may restore or continue to suspend access at its discretion.
18.3 In relation to suspensions under Clause 18.1.2, access to the Services will be restored promptly after the Supplier receives payment in full and cleared funds.
18.4 To the extent permitted, Fees shall remain payable during any period of suspension notwithstanding that the Customer, Authorised Affiliates may not have access to the Services.

19 Renewals

19.1 It is acknowledged that there shall automatic renewals of the Term for a further period of one month upon the first day of the next calendar month (each of a Renewal Date), and the renewals shall continue to occur automatically save unless the Customer notifies AWS in writing in accordance with the AWS Terms that it does not wish to effect any such renewal, in which case the Customer shall cease to receive the Services upon the notification

of such termination, although it will continue to be charged in respect of them until the next Renewal Date (as more particularly detailed in Clause 20.2 below).

20 Term and Termination

20.1 This Agreement shall come into force on Order Acceptance and, unless terminated earlier in accordance with its terms, shall continue for the duration of the Service Period after which it shall automatically expire.

20.2 If either Party wishes to terminate the provision of the Services for convenience, which it is entitled to do at any time, it shall issue its written notification through the AWS Marketplace in the case of the Customer. It is acknowledged that the Customer shall continue to be charged for such Services until the next Renewal Date, from which point the applicable Subscription Fees shall cease to be levied.

20.3 Either Party may terminate this Agreement immediately at any time by giving notice in writing to the other Party if:

20.3.1 the other Party commits a material breach of this Agreement and such breach is not remediable; or

20.3.2 the other Party commits a material breach of this Agreement which is not remedied within 20 Business Days of receiving written notice of such material breach.

20.4 In addition to its rights under Clause 18.1.2 above, the Supplier shall be entitled to terminate the Services with immediate effect and without incurring any liability to the Customer in the event that the Subscription Fees remain unpaid for any reason. It is acknowledged that time shall be of the essence with respect to the payment of the Subscription Fees by the Customer.

20.5 The Supplier may terminate or suspend the provision of the Services with immediate effect and without incurring any liability to the Customer in the event that: (i) the Services are compromised by the AWS Services or the services of any third party for whatever reason; (ii) AWS terminates the provision of the AWS Services for any reason; or (iii) any third party vendor terminates the provision of its services to the Supplier for any reason.

20.6 Any breach by the Customer of the Acceptable Use Policy, or of any similar AWS policy, or of Clause 10, shall be deemed a material breach of this Agreement which is not remediable.

21 Consequences of Termination

21.1 Immediately upon the termination or expiry of this Agreement (for any reason), the rights granted by the Supplier under this Agreement shall terminate and the Customer shall (and shall procure that each Authorised User and Authorised Affiliate shall):

21.1.1 stop using the Services; and

21.1.2 destroy and delete or, if requested by the Supplier, return any copies of the Documentation in its possession or control (or in the possession or control of any person acting on behalf of any of them).

21.2 The termination or expiry of this Agreement shall not affect any accrued rights and liabilities of either Party at any time up to the date of termination or expiry and shall not affect any provision of this Agreement that is expressly or by implication intended to continue beyond termination. It is acknowledged that the Customer shall continue to be liable for the Subscription Fees until the next Renewal Date.

22 Entire Agreement

22.1 This Agreement constitutes the entire agreement between the Parties and supersedes all previous agreements, understandings and arrangements between them in respect of its subject matter, whether in writing or oral.

22.2 Each Party acknowledges that it has not entered into this Agreement in reliance on, and shall have no remedies in respect of, any representation or warranty that is not expressly set out in this Agreement.

22.3 Nothing in this Agreement shall limit or exclude any liability for fraud.

23 Notices

23.1 Any notice given by a Party under this Agreement shall be:

23.1.1 in writing and in English;

23.1.2 signed by, or on behalf of, the Party giving it (except for notices sent by email); and

23.1.3 sent to the relevant Party at the email address set out in Clause 23.3.

23.2 Notices may be given, and are deemed received:

23.2.1 by hand: on receipt of a signature at the time of delivery;

23.2.2 by Royal Mail recorded delivery: at 9.00 am on the second Business Day after posting;

23.2.3 by Royal Mail International Tracked & Signed or Royal Mail International Signed post: at 9.00 am on the fourth Business Day after posting; and

23.2.4 by email: on receipt of an email from the correct address.

23.3 Notices shall be sent to:

23.3.1 in the case of those to the Supplier, to
cloudsoecessentials@capgemini.com;

23.3.2 in the case of those to the Customer, to any email or physical address or contact details notified by the Customer to the Supplier (as updated from time to time pursuant to Clause 23.4).

23.4 Any change to the contact details of a Party as set out in Clause 23.3 shall be notified to the other Party in accordance with Clause 23.1 and shall be effective:

23.4.1 on the date specified in the notice as being the date of such change; or

23.4.2 if no date is so specified, 5 Business Days after the notice is deemed to be received.

23.5 This Clause 23 does not apply to notices given in legal proceedings or arbitration.

24 Variation

24.1 It is acknowledged that the Supplier may amend this Agreement if any amendments to it are required by AWS and/or as a matter of law or regulation, and the Customer shall accept any such mandatory amendments as a condition of its continued use of the Services.

24.2 No variation of this Agreement shall be valid or effective unless it is:

24.2.1 an Update made in accordance with this Agreement; or

24.2.2 made in writing, refers to this Agreement and is duly signed or executed by, or on behalf of, each Party.

25 Assignment and Sub-Contracting

25.1 Except as expressly provided in this Agreement, the Supplier may at any time assign, sub-contract, sub-licence (including by multi-tier), transfer, mortgage, charge, declare a trust of or deal in any other manner with any or all of its rights or obligations under this Agreement.

25.2 Except as expressly permitted by this Agreement, the Customer shall not assign, transfer, sub-contract, sub-licence, mortgage, charge, declare a trust of or deal in any other manner with any or all of its rights or obligations under this Agreement (including the licence rights granted), in whole or in part, without the Supplier's prior written consent.

26 Set-Off

Each Party shall pay all sums that it owes to the other Party under this Agreement without any set-off, counterclaim, deduction or withholding of any kind, save as may be required by law.

27 No Partnership or Agency

The Parties are independent and are not partners or principal and agent and this Agreement does not establish any joint venture, trust, fiduciary or other relationship between them, other than the contractual relationship expressly provided for in it. Neither Party shall have, nor shall represent that it has, any authority to make any commitments on the other Party's behalf.

28 Severance

28.1 If any provision of this Agreement (or part of any provision) is or becomes illegal, invalid or unenforceable, the legality, validity and enforceability of any other provision of this Agreement shall not be affected.

28.2 If any provision of this Agreement (or part of any provision) is or becomes illegal, invalid or unenforceable but would be legal, valid and enforceable if some part of it was deleted or modified, the provision or part-provision in question shall apply with such deletions or modifications as may be necessary to make the provision legal, valid and enforceable. In the event of such deletion or modification, the Parties shall negotiate in good faith in order to agree the terms of a mutually acceptable alternative provision.

29 Waiver

29.1 No failure, delay or omission by either Party in exercising any right, power or remedy provided by law or under this Agreement shall operate as a waiver of that right, power or remedy, nor shall it preclude or restrict any future exercise of that or any other right, power or remedy.

29.2 No single or partial exercise of any right, power or remedy provided by law or under this Agreement shall prevent any future exercise of it or the exercise of any other right, power or remedy.

29.3 A waiver of any term, provision, condition or breach of this Agreement shall only be effective if given in writing and signed by the waiving Party, and then only in the instance and for the purpose for which it is given.

30 Costs and Expenses

Each Party shall pay its own costs and expenses incurred in connection with the negotiation, preparation, signature and performance of this Agreement (and any documents referred to in it).

31 Third Party Rights

A person who is not a Party to this Agreement shall not have any rights under the Contracts (Rights of Third parties) Act 1999 to enforce any of its provisions.

32 Authority

Each Party represents and warrants to the other that it has the right, power and authority to enter into this Agreement and grant to the other the rights (if any) contemplated in this Agreement and to perform its obligations under this Agreement.

33 Export Control and Sanctions

This Agreement is made subject to export control and sanction laws and regulations, including but not limited to the Export Administration Regulations of the United States Department of Commerce. Accordingly, the Customer acknowledges that the Service cannot be exported, re-exported or used: (i) from or into any embargoed countries, including Iran, Cuba, North Korea, Syria and the occupied territories of Ukraine; (ii) to or by anyone on the U.S Treasury Department's list of Specially Designated Nationals or the U.S. Department of Commerce Denied Personâ€™s List or Entity List or any other restricted party lists. By using the Service, the Customer represents and warrants at the time of entering into this Agreement and on an ongoing basis, that it is not located in any such country or are on any such list, and it will not make the benefit of the Service available to anyone, including any user, located in any such country or on any such list. The Customer further agrees that it will not use the Service for any reason prohibited by export control and sanction laws and regulations, including, without limitation, the development, design, manufacturer or production of missiles, nuclear, chemical or biological weapons.

34 Anti-Bribery

34.1 For the purposes of this Clause 34:

Associated Person shall have the meaning given to it in the United Kingdom Bribery Act 2010 (the Act).

Adequate Procedures shall mean policies and procedures which a Party reasonably believes would provide it with a defence to an offence under Section 7(1) of the Act as such defence is set out in Section 7(2) of the Act (with reference to any guidance issued under Section 9 of the Act).

34.2 Each Party shall:

- (a) comply with all applicable laws, statutes, regulations, and codes relating to anti-bribery (including but not limited to the Act) in all jurisdictions applicable to this Services Agreement (Relevant Requirements);
- (b) not engage in any activity, practice or conduct which would constitute an offence under Sections 1, 2 or 6 of the Act whether or not such activity, practice or conduct had been carried out in the United Kingdom;
- (c) have and shall maintain in place at all times Adequate Procedures and shall ensure compliance by its Associated Persons with the Relevant Requirements and Clause 34.2(b), and shall enforce their provisions where appropriate;
- (d) promptly report to the other Party any request or demand for any undue financial or other advantage of any kind received by it in connection with the performance of its obligations under the Agreement (and the Customer shall use the process set out in Clause 34.3 below); and
- (e) from time to time and at the reasonable request the other Party, confirm in writing to the other Party that it has complied with its undertakings under Clause 34 and shall provide any information reasonably requested by the other Party to evidence such compliance, including reasonable details of its Adequate Procedures.

34.3 In accordance with Clause 34.2(d), where the Customer become aware at any time of any requests from Associated Persons of either Party, which the Customer considers could be in breach of the Relevant Requirements, the Customer will immediately report such concerns to the Supplierâ€™s UK Ethics and Compliance Officer at the email address: ethics.uk@capgemini.com.

34.4 Each Party acknowledges that any breach by it of this Clause 34 shall constitute a material breach of this Agreement.

35 Tax Compliance

35.1 Each Party shall:

(a) not engage in any activity, practice or conduct which would constitute either:

(i) a UK tax evasion facilitation offence under Section 45(5) of the United Kingdom Criminal Finances Act 2017; or

(ii) a foreign tax evasion facilitation offence under Section 46(6) of the United Kingdom Criminal Finances Act 2017;

(b) comply with its own applicable policies relating to anti-corruption and anti-facilitation of tax evasion as may be updated from time to time;

(c) have and shall maintain in place throughout the term of this Agreement prevention procedures as are both reasonable to prevent the facilitation of tax evasion by persons associated with it (including without limitation employees of the Parties) and to ensure compliance with Clause 35.1(a);

(d) promptly report to the other Party in writing any breach of Clause 35.1(a) or a request or demand from a third party to facilitate the evasion of tax within the meaning of Part 3 of the United Kingdom Criminal Finances Act 2017;

(e) from time to time and at the reasonable request of the other Party, confirm in writing to the other Party that it has complied with its undertakings under this Clause 35.1 and shall provide any information reasonably requested by the other Party to evidence such compliance, including reasonable details of its policies and procedures.

35.2 Each Party acknowledges that any breach by it of this Clause 35 shall constitute a material breach of this Agreement except where such Party is able to rely on the defence in Sections 45(2) and 46(3) of the United Kingdom Criminal Finances Act 2017 (reasonable prevention procedures).

35.3 For the purposes of this Clause 35, the meaning of prevention procedure shall be determined in accordance with any guidance issued under Section 47 of the United Kingdom Criminal Finances Act 2017 and the expression "associated with" shall be construed in accordance with Part 3 of the United Kingdom Criminal Finances Act 2017 and guidance published under it.

36 Disputes

36.1 Any dispute between the Parties arising out of or relating to this Agreement will be referred to duly appointed and authorised senior representatives of comparable standing from each Party for resolution and if the matter is not resolved within a reasonably prompt period of time it will be escalated to duly appointed and authorised top executives from each Party.

36.2 If the Parties have not been able to resolve the dispute within [60] Business Days of reference to top executives, where appropriate, the Parties may attempt to settle it by mediation in accordance with the Centre for Effective Dispute Resolution (CEDR) Model Mediation Procedure. Neither Party may initiate any legal action until the process in this Clause 36 has been completed, unless such Party has reasonable cause to do so to avoid damage to its business or to protect or preserve any right of action it may have.

36.3 Nothing under this Clause 36 shall prevent either Party from having recourse to the courts where it has reasonable grounds for believing it necessary to do so, including for the purpose of obtaining equitable relief.

37 Governing Law

This Agreement and any dispute or claim arising out of, or in connection with, it, its subject matter or formation (including non-contractual disputes or claims) shall be governed by, and construed in accordance with, the laws of England.

38 Jurisdiction

The Parties irrevocably agree that the courts of England shall have exclusive jurisdiction to settle any dispute or claim arising out of, or in connection

with, this Agreement, its subject matter or formation (including non-contractual disputes or claims).

SCHEDULE 1

DEFINITIONS AND INTERPRETATION

In this Agreement the following expressions shall have the following meanings (it being acknowledged that there are other defined expressions which are defined elsewhere in this Agreement):

Affiliate means, in respect of any entity, any entity that directly or indirectly controls, is controlled by or is under common control with that entity within the meaning set out in Section 1124 of the United Kingdom Corporation Tax Act 2010;

Applications means the software or applications used by or on behalf of the Supplier to provide the Services;

Authorised Affiliates means, in respect of the relevant Services, the Affiliates of the Customer (if any) identified as Authorised Affiliates in respect of that Services;

Business Day means a day other than a Saturday, Sunday or bank or public holiday in England;

Customer has the meaning given by the Customer as part of the registration process (the Customer being a duly registered corporate entity);

Customer Data means all data (in any form) that is provided to the Supplier or uploaded or hosted on any part of any Services by the Customer or by any Authorised User (but excluding Feedback as defined in Clause 10.5);

Customer Systems means all software and systems used by or on behalf of the Customer, the Customer's Affiliates, any of its or their direct or indirect sub-contractors, or any Authorised User in connection with the provision or receipt any of the Services or that the Services otherwise, link, inter-operate or interface with or utilise (in each case whether directly or indirectly);

Data Protection Addendum the addendum identifying certain respective rights and obligations of the Parties in respect of personal data and privacy under this Agreement (as Updated from time to time), detailed in Schedule 3 (the Data Protection Addendum);

Data Protection Losses has the meaning given to that term in the Data Protection Addendum;

Documentation means:

(a) the description of the relevant Services (as Updated from time to time), which as at Order Acceptance is the latest version available at <https://aws.amazon.com/marketplace/pp/prodview-j5qgestuyifhk> (the Description);

(b) in respect of each Services, the relevant instructions as to how to use that part of the Services made available by the Supplier at <https://aws.amazon.com/marketplace/pp/prodview-j5qgestuyifhk> and <https://www.capgemini.com/solutions/cloud-soc-essentials-for-aws/> (as Updated from time to time) (the User Manual);

Fees means the Subscription Fees together with any other amounts payable to the Supplier under this Agreement;

Force Majeure means an event or sequence of events beyond a Party's reasonable control preventing or delaying it from performing its obligations under this Agreement (provided that an inability to pay is not Force Majeure), including any matters relating to transfer of data over public communications networks and any delays or problems associated with any such networks or with the internet;

Intellectual Property Rights means any and all copyright, rights in inventions, patents, know-how, trade secrets, trade marks and trade names, service marks, design rights, rights in get-up, database rights and rights in data, semiconductor chip topography rights, utility models, domain names and all similar rights and, in each case:

- (a) whether registered or not;
- (b) including any applications to protect or register such rights;
- (c) including all renewals and extensions of such rights or applications;
- (d) whether vested, contingent or future; and
- (e) wherever existing;

Materials means all services, data, information, content, Intellectual Property Rights, websites, software and other materials provided by or on behalf of the Supplier in connection with the Services, but excluding all Customer Data;

Non-Supplier Materials means Materials provided, controlled or owned by or on behalf of a third party the use of which is subject to a separate agreement or licence between the Customer and the relevant third party (including such Non-Supplier Materials which may be linked to, interact with or used by the Services) and all other Materials expressly identified as Non-Supplier Materials in this Agreement;

Open Source Software means any software subject to a version of the General Public Licence, together with any other "open source" software falling within the Open Source Definition issued by the Open Source Initiative (www.opensource.org/docs/osd) at the date of this Agreement and any "free software" as defined by the Free Software Foundation (www.gnu.org/philosophy/free-sw.html) at the date of this Agreement;

Order Acceptance means the effective date of the relevant subscription;

Permitted Downtime means:

- (a) scheduled maintenance which the Supplier shall use reasonable endeavours to undertake;
- (b) emergency maintenance; or
- (c) downtime caused in whole or part by Force Majeure.

Permitted Purpose means use solely for the Customer's internal business operations and, in respect of each Services, also for the internal business of operations of the Authorised Affiliates identified in respect of that Services, in each case in accordance with the applicable Documentation and this Agreement. Permitted Purpose expressly excludes any of the following to the maximum extent permitted by law:

- (a) copying, reproducing, publishing, distributing, redistributing, broadcasting, transmitting, modifying, adapting, editing, abstracting, storing, archiving, displaying publicly or to third parties, selling,

licensing, leasing, renting, assigning, transferring, disclosing (in each case whether or not for charge) or in any way commercially exploiting any part of any Services or Documentation;

(b) permitting any use of any Services or Documentation in any manner by any third party (including permitting use in connection with any timesharing or service bureau, outsourced or similar service to third parties or making any Services or Documentation (or any part) available to any third party or allowing or permitting a third party to do any of the foregoing (other than to the Authorised Affiliates for the Permitted Purpose));

(c) combining, merging or otherwise permitting any Services (or any part of it or any Application) to become incorporated in any other program or service, or arranging or creating derivative works based on it (in whole or in part); or

(d) attempting to reverse engineer, observe, study or test the functioning of or decompile the Applications or the Services (or any part), except as expressly permitted under this Agreement.

Policies means each of the following:

(a) the Supplier's policy on acceptable use of the Services (as Updated from time to time), which as at Order Acceptance is the latest version available at <https://aws.amazon.com/marketplace/pp/prodview-j5qgestuyifhk> (the Acceptable Use Policy); and

(b) the Supplier's privacy policy in relation to the Services (as Updated from time to time), which as at Order Acceptance is the latest version available at [INSERT ADDRESS] (the Privacy Policy);

Pricing Terms means the details of pricing and fees in respect of each part of the Services set out in the AWS Marketplace (<https://aws.amazon.com/marketplace/pp/prodview-ubju7vmpboizu>) and updated from time to time in accordance with Clause 7.6;

Protected Data has the meaning given in the Data Protection Addendum;

Relief Event means:

- (a) any breach of this Agreement by the Customer; or
- (b) any Force Majeure;

Renewal Date has the meaning given in Clause 19.1;

Service Hours means 24 hours a day, 7 days a week, excluding Permitted Downtime;

Service Period means the period beginning on Order Acceptance and ending with the last of the Services Periods;

Services means the services provided under this Agreement;

Services Period means (subject to Clauses 19 and 20) in respect of each Services, the duration during which such Services are to be provided and as varied in accordance with this Agreement;

Services means each cloud service to which the Customer has subscribed as detailed in Schedule 2 (and Services shall refer to each respective service separately);

Subscription Fee means, in respect of each Services, the fees payable by the Customer in consideration of that Services as set out in the Pricing Terms;

Supplier means Capgemini UK PLC;

Supplier Provided Materials means all of the Materials provided or made available by or on behalf of the Supplier, but excluding all Customer Data and all Non-Supplier Materials;

Supplier's Confidential Information means all information (whether in oral, written or electronic form) relating to the Supplier's business which may reasonably be considered to be confidential in nature including information relating to the Supplier's technology, know-how, Intellectual Property Rights, assets, finances, strategy, products and customers. All information relating to the Pricing Terms, the User Manual, the Description and any other technical or operational specifications or data relating to each Services shall be part of the Supplier's Confidential Information; and

VAT means United Kingdom value added tax, any other tax imposed in substitution for it and any equivalent or similar tax imposed outside the United Kingdom.

In this Agreement, unless otherwise stated:

1.1 the table of contents, background section and the Clause, paragraph, Schedule 1 or other headings in this Agreement are included for convenience only and shall have no effect on interpretation;

1.2 the Supplier and the Customer are together the Parties and each a Party, and a reference to a Party includes that Party's successors and permitted assigns;

1.3 words in the singular include the plural and vice versa;

1.4 any words that follow "include", "includes", "including", "in particular" or any similar words and expressions shall be construed as illustrative only and shall not limit the sense of any word, phrase, term, definition or description preceding those words;

1.5 a reference to "writing" or "written" includes any method of reproducing words in a legible and non-transitory form (including email);

1.6 a reference to legislation is a reference to that legislation as amended, extended, re-enacted or consolidated from time to time and a reference to legislation includes all subordinate legislation made from time to time under that legislation; and

1.7 a reference to any English action, remedy, method of judicial proceeding, court, official, legal document, legal status, legal doctrine, legal concept or thing shall, in respect of any jurisdiction other than England, be deemed to include a reference to that which most nearly approximates to the English equivalent in that jurisdiction.

SCHEDULE 2

SERVICE DESCRIPTION

1. The Service, also known as the "Cloud SOC Essentials" service for AWS (or CSE) comprise a security log monitoring and analysis Service that provides visibility to the Customer with respect to immediate threats, operational patterns, and executive metrics to the Customer's AWS cloud systems and processes. The CSE produces three (3) reports for the Customer:

1.1 The Incident Report, which: (i) provides details to the Customer about immediate threats to the Customer's environments based off the log data collected by the Supplier from specific AWS Services (the Log Data); (ii) provides suggested actions which the Customer should take to investigate and

or remediate the incidents identified (it being acknowledged that any such suggestions shall not constitute any form of legal or operational advice, and that the Customer should rely on its own due diligence with respect to what action should be taken); and (iii) is generated and sent to the Customer in near real time.

1.2 The Operations Report, which: (i) provides details around patterns based on the Log Data for a pre-defined period of not more than a weekly or monthly period (or such other reasonable as the Customer may select from a list provided by the Supplier); (ii) provides suggested actions which the Customer could take to improve their overall security posture on its AWS cloud environment (it being acknowledged that any such suggestions shall not constitute any form of legal or operational advice, and that the Customer should rely on its own due diligence with respect to what action should be taken); and (iii) is generated and sent to the Customer in accordance with the interval selected by the Customer.

1.3 The Executive Report, which: (i) provides high level trend data; (ii) suggestions on how the Customer could improve overall security maturity (it being acknowledged that any such suggestions shall not constitute any form of legal or operational advice, and that the Customer should rely on its own due diligence with respect to what action should be taken); and (iii) is generated and sent to the Customer once a month.

2. In order to build each of these reports the Service comprises: (i) an ingestion portion; (ii) two distinct analytics engines; and (iii) an email function hosted on AWS unless otherwise noted.

3. The ingestion portion of the Service is delivered to the Customers through a CloudFormation template that builds a set of tools to get AWS security data to the first analytics engine of the Supplier (it being acknowledged that this may require an adjustment to the Subscription Fees). The AWS security data includes, but is not limited to, AWS CloudTrail data for the Customer's account. The first analytics engine (the First Analytics Engine) consumes these logs and identifies known bad patterns for reporting to the Customer. This First Analytics Engine is comprised of, but is not necessarily limited to, Trend Micro services including Cloud One and Vision One. The second analytics engine (the Second Analytics Engine) takes the output from the First Analytics Engine and further applies analytics and business logic to the data produced by the First Analytics Engine. The Second Analytics Engine also augments the data produced by the First Analytics Engine with recommendations for the Customer to consider regarding remediation as part of the Incident Report. If the Customer has its own SIEM tools, the raw log data for the Incident Report and the Operational Report is shared by the Supplier with the Customer in valid JSON format. If appropriate based on the data, the system will then forward to the email function, comprised of, but not necessarily limited to, Office365.

4. Throughout the lifecycle of data in the Services, all data is encrypted at rest and in transit unless being actively processed by the Supplier, The Customer Data is stored in the First Analytics Engine in separate subscriptions for the Customer, and the Second Analytics Engine maintains the segregation of Customer Data from that of any third party by design. All data transfers undertaken as part of the Services, including between the First Analytics Engine and the Second Analytics Engine and email are done over TLS.

5. The Service levels for the Services comprise: (i) Service availability of 95%; and (ii) a recovery time objective of 24 hours from the time on which a Service incident is reported to the Supplier (or from the time on which the

Supplier becomes aware of the same), each of which the Supplier shall use its reasonable endeavours to attain. No other Service levels are included in this Agreement, including but not limited to the time it takes for an alert to reach the Customer, the time to process the alerts, and recovery point objectives.

6. It is acknowledged that: (i) any responsibility for remediation of issues identified is the sole responsibility of the Customer; (ii) the Services are designed to send only the Incident Report to the Customer when the threat to the Customer is real and active and, as a result activities that do not rise to this level of seriousness, based on the output of the First Analytics Engine and the Second Analytics Engine will be disregarded for the purpose of an Incident Report, but may be included in an Operational Report; (iii) the Services do not therefore provide complete visibility of all likely issues to the Customer; (iv) the Supplier does not accept responsibility for any adverse impact upon the Customer (or any of its Affiliates or its own customers or other third parties) should an alert or set of alerts be dropped by further analytics; (v) the Services rely on email to communicate with the Customer and, as such, if there are any issues outside the scope of the Services (e.g. Office365 issues or outage) the Supplier will use its reasonable endeavours to attempt to deliver the applicable notifications to the Customer, but the issuance of those notifications cannot be guaranteed; and (vi) any issues arising due to problems with email service providers will be deemed not to be the responsibility of the Supplier.

7. It is acknowledged that the Supplier may, upon reasonable prior notice to the Customer: (i) make changes to the Incident Report, the Operations Report and/or the Executive Report (as the case may be) in order to improve the Service provided; (ii) make changes to the architecture of the Service for the purpose of improving it, and will further notify the Customer if such change has a material impact on the security defined in this Agreement; and (iii) remove and/or introduce additional third parties into the system to improve the Service.

8. It is further acknowledged by the Customer that the contents of the Incident Report, the Operations Report, the Executive Report and any other materials provided by the Supplier to the Customer (which are based upon the use of automated tools) may not be fault-free, and that it is possible that not every risk associated with the Customer's AWS cloud systems and processes may be identified. Accordingly, the Supplier shall not be liable to the Customer for any such failure to identify all risks in the Customer's AWS cloud systems and processes.

SCHEDULE 3

DATA PROTECTION ADDENDUM

DESCRIPTION OF PERSONAL DATA PROCESSING

Individuals

The Personal Data concern the following categories of Data Subjects:

Categories of Data Subjects

Those individuals employed or contracted by the Customer whose security logs are monitored as a function of the Services.

Those individuals employed or contracted by the Customer who have the use of the Services within the Customer's organization, and whose security logs are monitored as part of the Services.

Categories of Personal Data

The Personal Data concern the following categories of Personal Data:

Categories of Personal Data

IP addresses of users accessing AWS resources.

IP addresses of AWS resources.

Names of users, groups, and roles used in the AWS environment.

Names and email addresses of those users of the Services within the Customer's organization.

Special Categories of Personal Data (if applicable)

The Personal Data concern the following special categories of Personal Data:

Special Categories of Personal Data

Any data revealing racial or ethnic origin, political opinions, religious or philosophical beliefs, trade-union membership, and the processing of data concerning health or sex life, criminal records and personal data regarding unlawful or impeding behavior with regard to an imposed prohibition for that behaviour. Examples are photos, film images, medical data, etc. No

Processing (nature and purposes of the processing of Personal Data)

1. The purpose of the processing of the Personal Data is: (i) to gain access to the names and email addresses of the users of the Services so that they can be set up as users and their access to the Services be supported and (where possible) monitored in order to ensure the Customer's adherence to the provisions of this Agreement; and (ii) to analyze the security logs as a fundamental component of the Services.
2. The Services, being comprised of a set of security log monitoring and analysis engines will therefore process specific sets of data provided by the Customer as part of building the connection between the Services.
3. The Supplier will act as the Data Processor only for the security log data intended to be ingested by the system and does not accept liability for any misconfiguration on the part of the Customer that may send additional data to the Supplier.
4. If the Customer identifies additional data has been sent to the Supplier that is not expected by the Service, the Customer must immediately notify the Supplier.
5. Upon being notified by the Customer, the Supplier will endeavour within 10 Business Days to identify any data in the Service and to remove it.
6. If the Supplier identifies additional data has been received from the Customer that is not expected by the Service, the Supplier must immediately notify the Supplier and has 15 Business Days to endeavour to remove it.
7. Upon being notified by the Supplier, the Customer has 5 days to remediate issue causing the inadvertent data being sent.
8. The Customer is expected to follow AWS best practices and guidance and not put confidential or sensitive information, such as its customers' email addresses, into tags or free-form fields such as a Name field.
9. The Supplier will not store Security Log Data in any non-ephemeral storage outside of the applicable Third Party during normal operations.
10. For the purposes of troubleshooting issues with the Service the Supplier may store Personal Data directly from the Security Log Data in its logs.
11. The Supplier will delete any logs containing Personal Data with 5 days of completing the troubleshooting activities.

12. The Supplier will encrypt Personal Data in AWS not from the Security Log Data (for example, the Customer's email addresses) when it is stored in the system using AWS Customer Managed Keys.

13. The Supplier will encrypt all data while it is in transit using TLS (or equivalent) at the application layer in addition to cloud native encryption provided.

14. Security Log Data will be kept for at least the duration of this Agreement.

15. The Supplier shall, and shall endeavour to procure that any third parties will, delete any Security Log Data within 90 days of the termination of this Agreement.

16. The Supplier will keep copies of emails sent to the Customer for no more than 24 hours.

17. Logs for the Service will be kept for a period of 12 months.

Name and contact details of Sub-Processor(s) (if applicable)

Trend Micro Incorporated, a California corporation, having a place of business at 225 E. John Carpenter Freeway, Suite 1500, Irving, Texas 75062, USA.

Transfer of Personal Data to Third Countries

Country(ies) outside of the European Economic Area (EEA) where Personal Data is transferred United States of America

General description of the technical and organizational security measures (if possible), that may be amended by the Supplier from time to time, and which shall offer protection to the Customer not less than that detailed as follows:

1. General

1.1 The Customer shall (i) restrict, under its responsibility, access to Personal Data, solely allowing those accesses and permissions that are essential for the correct delivery of the Services; and (ii) provide necessary, technical, administrative and procedural security controls to ensure protection of Personal Data.

1.2 Information security is formulated, developed and implemented with governance model with specified function and a person is made accountable within the Supplier for information security implementation.

1.3 The information security policy, procedure and implementation is reviewed by the Supplier at an appropriate management level.

2. Access and Authentication

2.1 The Supplier implements good authentication procedures for protecting its environment.

3. Paper Records

3.1 Information, which includes paper documents, handled by the Supplier is classified, labeled, protected and handled according to the document classification policy.

4. Storage of Customer Data

4.1 All items of equipment containing storage media are checked to ensure that any sensitive data and licensed software has been removed or securely overwritten prior to disposal.

6. Local User Access

6.1 In case the Supplier is working in a multi-tenancy mode, network and data segregation are implemented.

6.2 Physical access to the Supplier's premises is restricted to authorized personnel.

6.3 Periodic access review is implemented for both logical (network) access and physical (facilities) access.

7. Security Awareness

7.1 The Supplier implements a security awareness program.

8. ISO Certification

8.1 The Supplier's security management system is certified or aligned with ISO 27001 and SSAE16/ISAE3402.

THE CUSTOMER HEREBY CONFIRMS FULL ACCEPTANCE OF THE TERMS AND CONDITIONS SET OUT IN THIS AGREEMENT AS A DULY APPOINTED AND AUTHORISED SIGNATORY OF THE SAME