



NAVIMA

TERMS & CONDITIONS

BY USING THE PLATFORM, YOU AGREE TO THE TERMS OF THIS AGREEMENT, WHICH WILL BIND YOU. IF YOU DO NOT AGREE TO THE TERMS OF THIS AGREEMENT, WE WILL NOT LICENSE THE PLATFORM TO YOU AND YOUR RIGHTS TO ACCESS THE PLATFORM WILL IMMEDIATELY TERMINATE.

We recommend that you save a copy of this Agreement for future reference.

Last Updated: May 2023

PARTIES

These Navima Terms & Conditions ("**Agreement**") are entered into between:

1. **NAVIMA LIMITED**, a limited company incorporated and registered in England and Wales with company number 13407064 whose registered office is at 35 New Broad Street, London, England, EC2M 1NH ("**Navima**"); and
2. the Company detailed in the applicable SOW and/or each of its End Users that use the Platform (both collectively and individually referred to as the "**Customer**").

1.1

The following definitions and rules of interpretation in this clause apply to this Agreement:



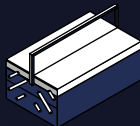
AFFILIATES:

any company which is under common management control of, and of which more than 50% of the shares (or equivalent) are owned by: a party; a subsidiary of that party; its ultimate holding company; or any direct or indirectly owned subsidiary of such ultimate holding company (with 'holding company' and 'subsidiary' having the meaning in section 1159 of the Companies Act 2006).



COMPANY:

the company, partnership organisation, sole trader or individual (as applicable) engaging Navima for the provision of Services and purchasing Subscriptions on behalf of its End Users.



CUSTOM SERVICES:

any single sign-on (**SSO**) set-up and implementation on the Platform; custom API integrations to the Platform; consultancy services; bespoke training services; and/or bespoke materials, agreed with the Company from time to time in writing.



CUSTOMER MATERIALS:

any information, data, text, graphics, photos, designs, documents, videos, content and/or materials provided by the Customer to Navima or inputted by the Customer to the Platform, for the purpose of using the Services or facilitating the Customer's use of the Services.



DATA PROTECTION LAWS:

means, without limitation and where applicable, the Data Protection Act 2018 (**DPA 2018**); the UK General Data Protection Regulation (Retained Regulation (EU) 2016/679) (**UK GDPR**); the General Data Protection Regulation (EU) 2016/679 (**EU GDPR**); the Privacy and Electronic Communication (EC Directive) Regulations 2003 (**PECR**); and any other applicable data protection and privacy laws and regulations and any guidance, directions and codes of practice issued by the Information Commissioner's Office (or any other applicable regulator or supervisory authority) in any applicable jurisdiction.



DOCUMENTATION:

any documents and/or materials made available to the Customer by Navima from time to time which set out a description of the Services and/or any user instructions for using the Platform.



END USER:

any authorised representative of the Company (e.g., the Company's officers, employees, agents and/or invited guests) that the Company purchases a Subscription.



FEES:

any fees or charges paid or payable by the Company to Navima in accordance with an SOW.

1.1.1. the Fees for any use of the Platform shall be payable by the Company in writing from time to time.



INTELLECTUAL PROPERTY RIGHTS:

any patents, trade marks, service marks, copyright, database rights, moral rights, design rights, unregistered design rights, domain names, rights in get-up, topography rights, know-how and any other intellectual or industrial property rights, whether or not registered or capable of registration and whether subsisting in England or any other part of the world, together with any goodwill relating or attached to such rights.



NAVIMA MATERIALS:

any information, data, text, graphics, photos, designs, audio, multimedia content, reports, artwork, software applications, code, metadata, documents, materials and/or any other electronic content, including, without limitation, any M&A playbooks, made available to the Customer through the Platform (excluding the Customer Materials).



PLATFORM:

the Navima website (navima.io), which is a software as a service (SaaS) based secure enterprise digital merger and acquisition (M&A) platform dedicated to the management & execution of M&A deals. The Platform allows organisations to run systematic deal discovery, due diligence and post-merger integration activities while also providing access to supporting services, including M&A content and expertise, all within the same platform for a variety of sectors worldwide.



PROJECT:

means a project created by the Customer within the Platform.



SERVICES:

the scope of services detailed in Schedule 1 and: (i) the provision of access to the Platform; (ii) making available Navima Materials and Documentation to the Customer; and/or (iii) any Custom Services, each as agreed by Navima and the Company from time to time in writing.



SOW:

any applicable commercial terms agreed in a statement of work between the Company and Navima, detailing the number of applicable Subscriptions, the Fees and the Subscription Term, as well as details of any applicable Custom Services. SOWs may be modified during the term of this Agreement upon the written agreement of Navima and the Company.



SUBSCRIPTION:

Subscription: the type of licence purchased by the Company for an End User to access the Platform for the Subscription Term.



SUBSCRIPTION TERM:

the licence period for use of the Platform for the duration of the Customer's Subscriptions detailed in an SOW.

- 1.2. The Customer accepts responsibility in accordance with the terms of this Agreement for its use of the Platform on or in relation to any computer, mobile or other device, whether or not it is owned by the Customer ("**Device**").
- 1.3. Unless the context requires otherwise, words in the singular shall include the plural and in the plural shall include the singular. The terms 'including', 'include', 'in particular' or any similar expression shall be illustrative only and are not intended to limit the sense of the words preceding those terms.
- 1.4. A reference to a statute or statutory provision is a reference to it as amended, extended, replaced or re-enacted from time to time.
- 1.5. **Clause headings, visual elements / illustrations and context boxes (starting with the phrase 'FOR CONTEXT') are for reference purposes only; they do not have legal effect and shall not affect the interpretation of this Agreement.**
- 1.6. A reference to 'writing' or 'written' includes email (but not faxes) unless stated otherwise.

2.1

This Agreement shall:

- 2.1.1. apply to and be incorporated into the relationship between the Customer and Navima in relation to the provision of the Services; and
- 2.1.2. prevail over any inconsistent terms or conditions contained in or referred to in, the Customer's correspondence, purchase order, confirmation of order or specification or which are implied by law, trade custom, practice or course of dealing.

2.2

This Agreement will come into force between the Company and Navima upon a SOW being signed. The Services are provided through annual subscription plans, which will start at the date specified in the applicable SOW and subject to the termination rights contained in this Agreement, this Agreement and the Services under a SOW will successively automatically renew at the end of each 12 month contract period (or such other period specified in a SOW) unless and until the Company provides notice of termination in accordance with clause 11.

FOR CONTEXT:

We automatically renew the Services under this Agreement and SOWs to ensure that there is no break in the continuity of the Services. You can cancel a Service for convenience prior to the renewal date by providing appropriate notice. We recommend that you diarise renewal dates and termination periods to ensure that you do not accidentally miss a termination window.

2.3

This Agreement will come into force between an End User and Navima on the date that the End User signs up to an account on the Platform under a Subscription allocated to them by the Company and will continue in force for the duration of the applicable Subscription Term until the termination of the relevant Subscription or until the re-allocation of the Subscription to a different End User, whichever is sooner.

2.4

End Users must be over eighteen years of age to create an account to use the Platform.

2.5

The Company is responsible for allocating administrators to manage the Company's account in the Platform (each an **"Administrator"**). An Administrator can add End Users to the Platform and such End Users will then be sent an email link to create an account to use the Platform and a password to log into the Platform.

2.6

The Company is responsible for maintaining the confidentiality of the Company's account and password and agrees to accept responsibility for all activities that occur under the Company's account and under all its End User accounts. Each End User is responsible for maintaining the confidentiality of its account and password and each End User agrees to accept responsibility jointly and severally with the Company for all activity that occurs under its End User account.

2.7

Each End User can create a profile within the Platform and, if they do, they must fill in the mandatory fields when doing so. End Users are not obliged to fill in optional fields (e.g., to upload a photo).

2.8

The Customer is responsible for ensuring that the details the Customer provides to Navima are correct and complete and for informing Navima of any changes to the information that the Customer has provided.

2.9

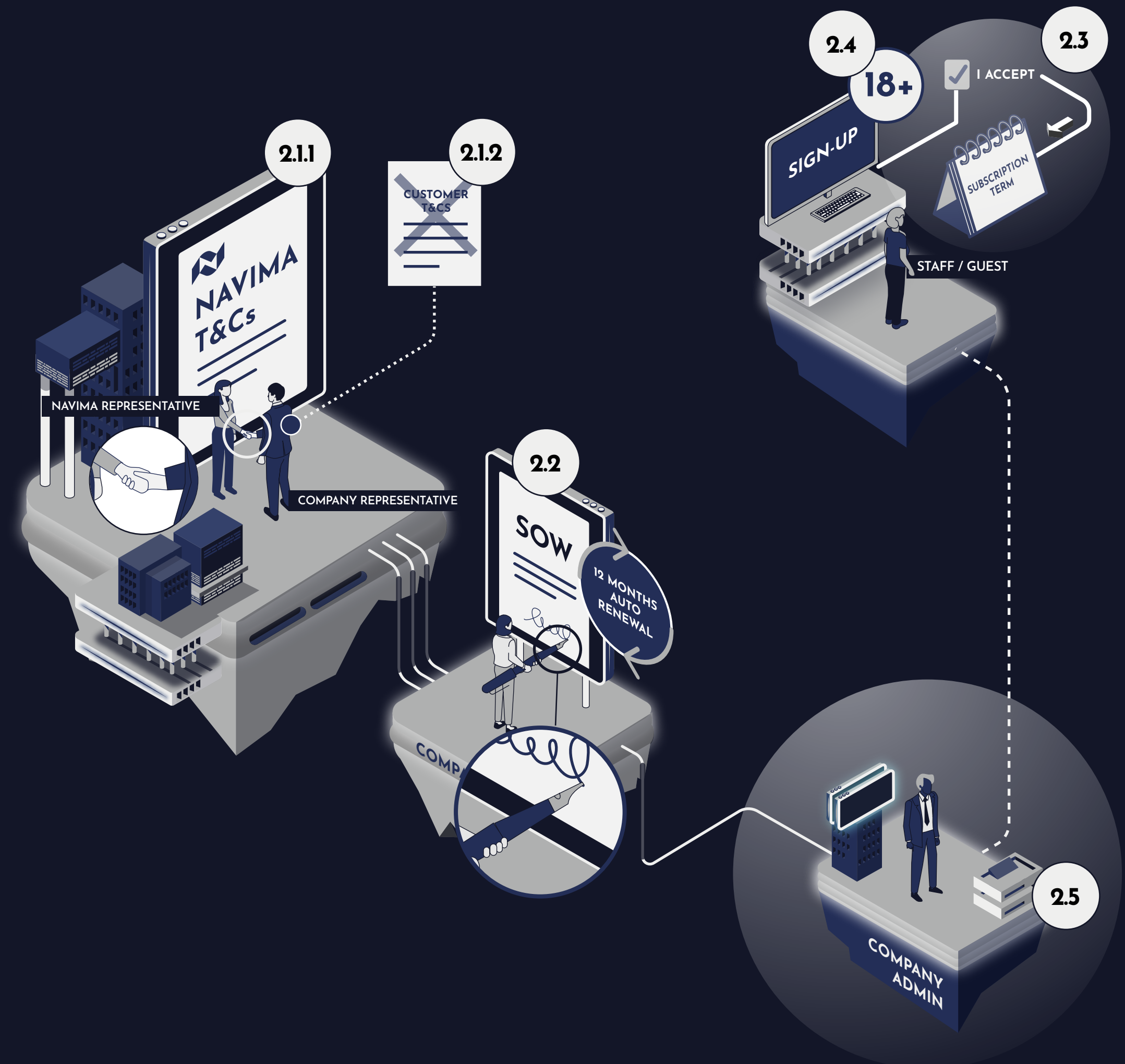
An Administrator can allocate access and usage permissions within the Platform as relevant to each End User (as well as re-allocate Subscriptions between End Users).

2.10

The Company may increase the number of Subscriptions at any time in accordance with Navima's then current Fee rates.

2.11

The Company may request Custom Services from time to time. Where Navima agrees to provide such Custom Services, Navima and the Company shall document the agreed Fees and specification for the Custom Services in writing.



3.1

The Company is responsible for paying:

- 3.1.1. the Fees for the Services and each Subscription on behalf of its End Users in accordance with the payment schedule in the applicable SOW; and
- 3.1.2. the Fees for any Custom Services agreed by Navima and the Company in writing from time to time.

3.2

Navima shall issue invoices for the full Subscription Term for each Subscription annually in advance (or as otherwise agreed with the Company in writing) ("Billing Cycle"). Unless stated otherwise in a SOW, at each SOW renewal date, the Services fees will automatically be increased at Navima's then current fee rate card.

FOR CONTEXT:

We invoice for the full Subscription fees in advance to give us certainty on the number of End Users accessing the Platform for each Project and to effectively manage our credit control processes.

3.3

The Company must pay invoices within 30 days of the date of the applicable invoice.

3.4

If Navima has not received payment of an invoice by the applicable due date, without prejudice to any other rights and remedies of Navima:

- 3.4.1. the Company will reimburse Navima for any debt recovery costs incurred in relation to each outstanding payment;
- 3.4.2. interest and statutory compensation shall apply to any outstanding sums from the due date for payment in accordance with the Late Payment of Commercial Debts (Interest) Act 1998, with interest accruing on a daily basis and being compounded quarterly until payment is made, whether before or after any judgment; and/or
- 3.4.3. Navima may, without liability to the Customer, suspend and disable the Company's and all End Users' passwords, accounts and/or access to all or part of the Services and Navima shall be under no obligation to provide any or all of the Services while the invoice(s) concerned remain unpaid.

3.5

All Fees stated or referred to in this Agreement or an SOW:

- 3.5.1. shall be payable in pounds sterling (where payment is made in any other currency Navima reserves the right to adjust the Fees to address any shortfall incurred by Navima due to exchange rate changes from time to time);
- 3.5.2. are non-cancellable and non-refundable; and
- 3.5.3. are exclusive of value added tax (VAT) and any applicable local sales taxes, which will each be payable in addition to the Fees and shall be added to Navima's invoices where applicable.

3.6

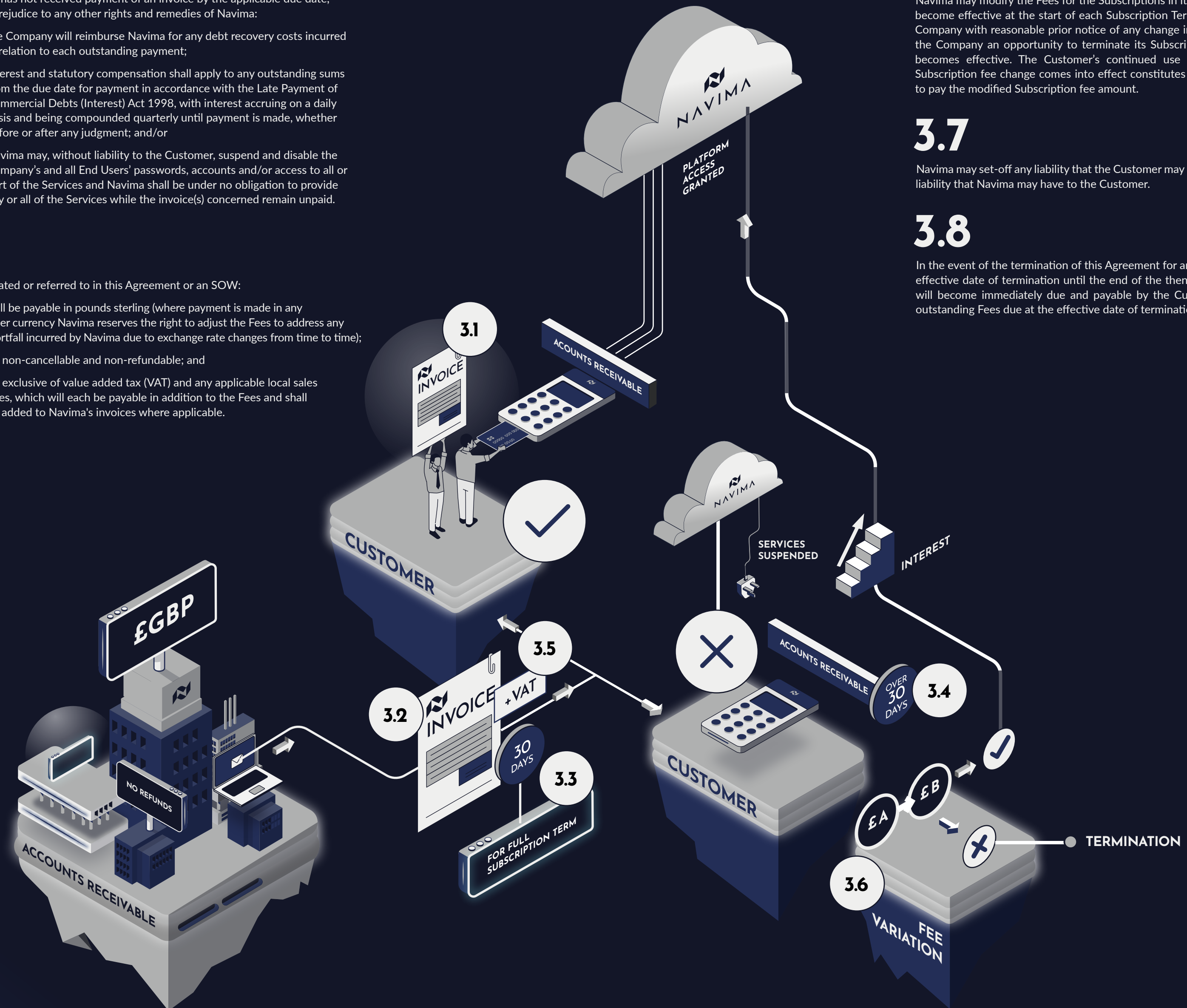
Navima may modify the Fees for the Subscriptions in its sole discretion, which will become effective at the start of each Subscription Term. Navima will provide the Company with reasonable prior notice of any change in Subscription Fees to give the Company an opportunity to terminate its Subscriptions before such change becomes effective. The Customer's continued use of the Services after the Subscription fee change comes into effect constitutes the Customer's agreement to pay the modified Subscription fee amount.

3.7

Navima may set-off any liability that the Customer may have to Navima against any liability that Navima may have to the Customer.

3.8

In the event of the termination of this Agreement for any reason, all Fees from the effective date of termination until the end of the then current Subscription Term will become immediately due and payable by the Customer, together with any outstanding Fees due at the effective date of termination.





4.1

Navima shall use reasonable care and skill to create the Navima Materials and Documentation. Notwithstanding, Navima does not guarantee that any Navima Materials or Documentation are accurate, up to date and/or complete at any time.

4.2

Navima warrants that it will provide the Services in accordance with the service levels detailed in Schedule 2 (Service Levels & Support), as well as the support services in relation to the Platform, as detailed in Schedule 2.

4.3

Navima does not guarantee that the information relating to an End User's use of the Platform will be accurate and complete at any time. Any reliance on Platform usage information is at the sole risk of the Customer and any third parties.

4.4

Navima does not warrant that:

- 4.4.1. the Customer's use of the Platform will be uninterrupted or error-free;
- 4.4.2. the Services or Navima Materials obtained by the Customer through the Platform (or otherwise) will meet the Customer's requirements; or
- 4.4.3. the Platform will be compatible with the Customer's Device or any telecommunication links.

FOR CONTEXT:

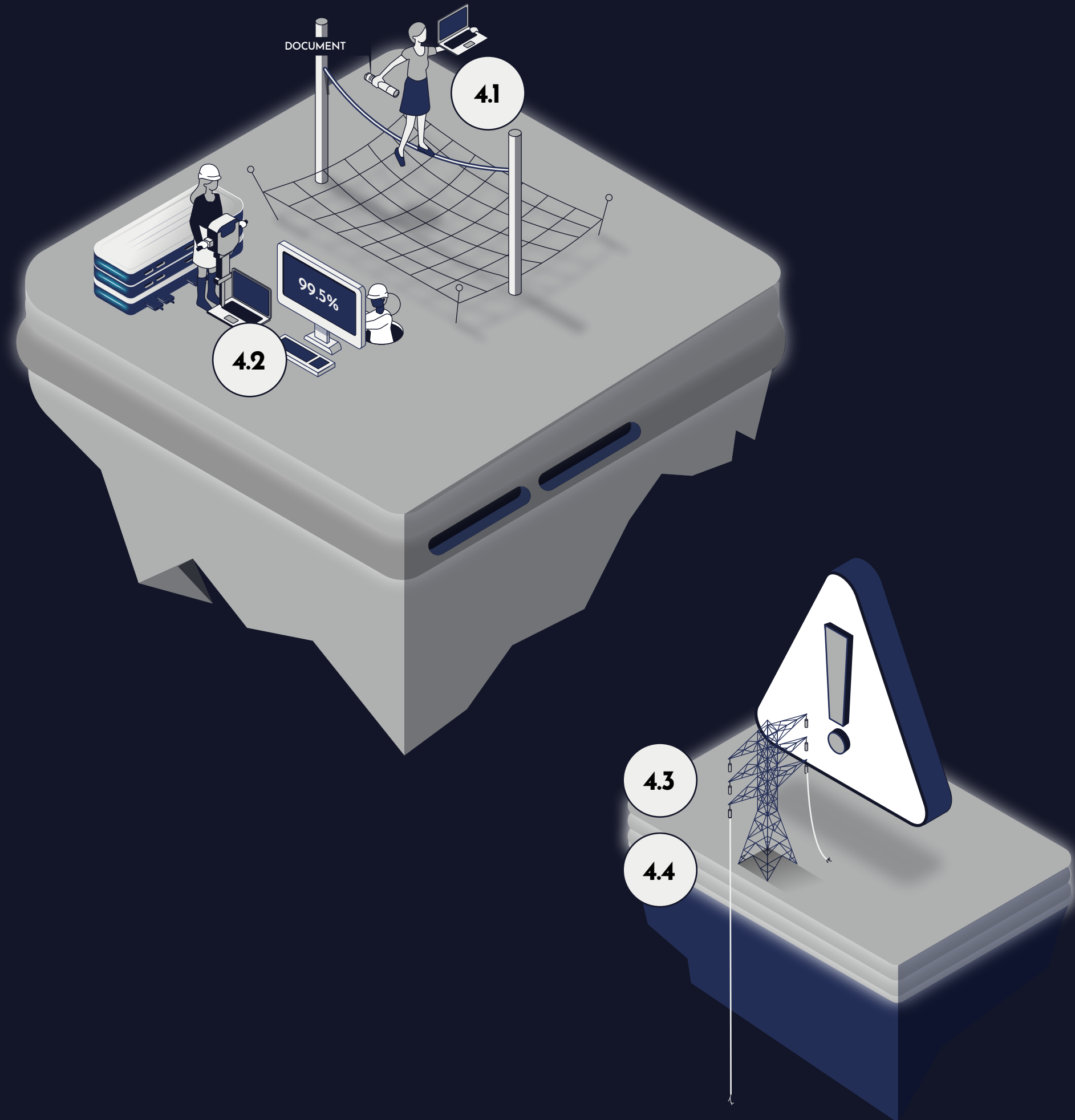
We have a clear commercial incentive to keep the Platform available for all customers at all times, however there may be factors outside of our control which cause availability issues, for which we will not be liable.

4.5

Navima shall use reasonable endeavours to publish the times of planned system outages within the Platform.

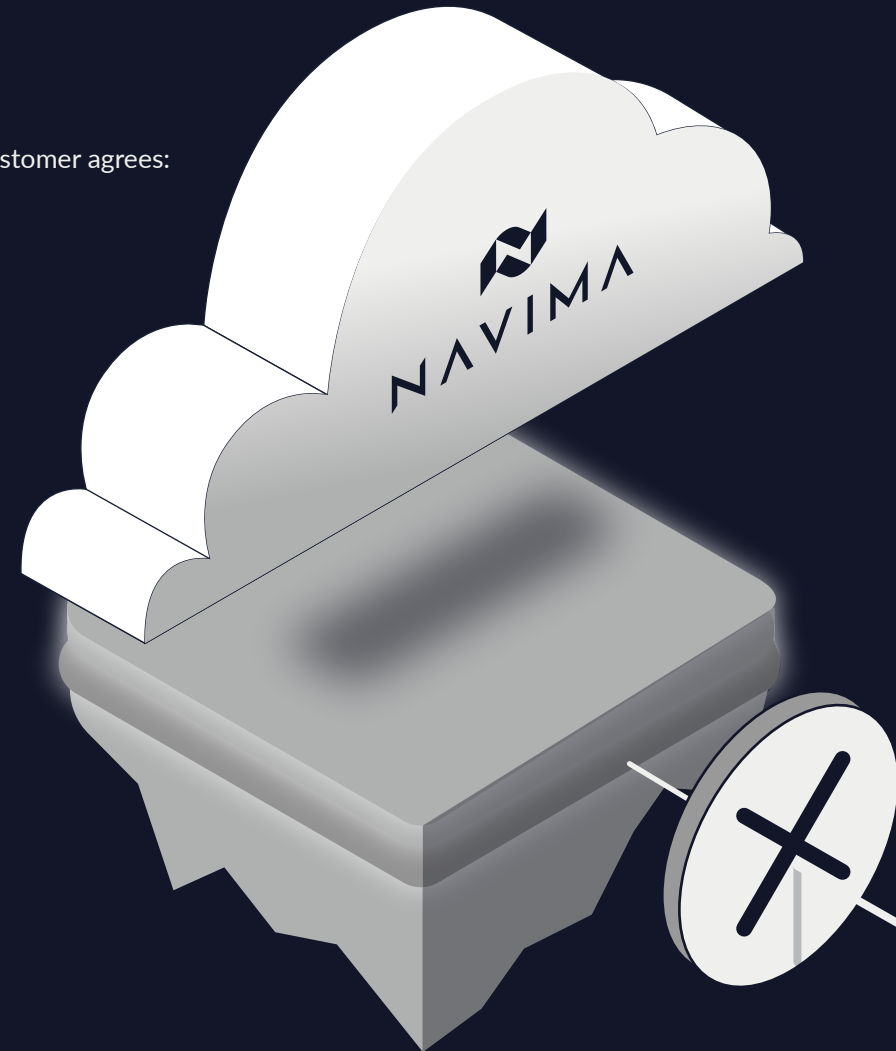
4.6

Navima is not responsible for any delays, delivery failures or any other loss or damage resulting from the transfer of data over communications networks and facilities, including the internet and the Customer acknowledges that the Platform, Services and Navima Materials may be subject to limitations, delays and other problems inherent in the use of such communications facilities.



5.1

Except as expressly set out in this Agreement, the Customer agrees:



-  5.1.1. not to copy the Platform or any underlying source code;
-  5.1.2. not to disclose the Customer's login information to the Platform to any other person;
-  5.1.3. not to rent, lease, sub-license, loan, translate, merge, adapt, vary or modify the Platform;
-  5.1.4. not to make alterations to or modifications of, the whole or any part of the Platform or permit the Platform or any part of it to be combined with or become incorporated in, any other programs;
-  5.1.5. except as may be allowed by any applicable law which is incapable of exclusion by agreement between the parties:
 - 5.1.5.1. not to attempt to copy, modify, duplicate, create derivative works from, frame, mirror, republish, display, transmit or distribute all or any portion of the Platform in any form or media or by any means; or
 - 5.1.5.2. not to attempt to reverse compile, disassemble, reverse engineer or otherwise reduce to human-perceivable form all or any part of the Platform;
-  5.1.6. not to access all or any part of the Platform, the Services or any Navima Materials in order to build a product or service which competes with the Platform;
-  5.1.7. not to download, copy or repurpose any user-generated content or messages within the Platform for any purpose that is not reasonably related to a Project;
-  5.1.8. not to impersonate another person or entity or falsify or delete any: author attributions; legal or other proper notices or proprietary designations or labels of the origin or source of software; or other material contained in a file that is uploaded to the Platform;
-  5.1.9. not to remove any copyright, trade mark or other notices of proprietary rights contained in or on the Platform;
-  5.1.10. not to use the Platform, the Services, the Documentation or the Navima Materials in a way which breaches any confidentiality and/or data protection obligations;
-  5.1.11. not to use the Platform, the Services, the Documentation or the Navima Materials to provide services to third parties;
-  5.1.12. not to license, sell, rent, lease, transfer, assign, distribute, display, disclose or otherwise commercially exploit or make the Platform, the Documentation, the Navima Materials and/or the Services available to any third party;
-  5.1.13. not to attempt to obtain or assist third parties to obtain, access to the Platform, the Documentation, the Navima Materials and/or Services, other than as permitted by this Agreement; and
-  5.1.14. to comply with all technology control or export laws and regulations that apply to the technology used or supported by the Platform,

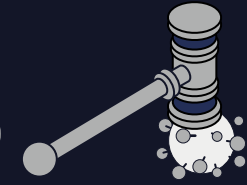
together defined as "Licence Restrictions".

FOR CONTEXT:

Your use of the Platform is for the Company's reasonable internal use only and you are not permitted to exceed the scope of your licence or provide any unauthorised third party access to the Platform.

6.1

The Customer must:



6.1.1. not use the Platform in any unlawful manner, for any unlawful purpose or in any manner inconsistent with this Agreement, or act fraudulently or maliciously, for example, by hacking into or inserting malicious code (including any software, code, file, programme, worm, trojan horse, virus or any other similar thing or device) into the Platform or any operating system which may prevent, impair or otherwise adversely affect:

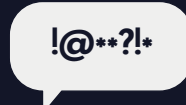
6.1.1.1. the operation of any computer software, hardware or network, telecommunications service, equipment or any other service or device;

6.1.1.2. access to or the operation (or reliability) of any programme or data (whether by re-arranging, altering or erasing the programme or data in whole or part or otherwise); or

6.1.1.3. the user experience;



6.1.2. not infringe Navima's Intellectual Property Rights or those of any third party in relation to the Customer's use of the Platform, Services, the Documentation or the Navima Materials, including by the submission of any infringing material by the Customer to the Platform;



6.1.3. not transmit any material that is defamatory, fraudulent, illegal, offensive or otherwise objectionable (as determined in Navima's sole discretion) in relation to the Customer's use of the Platform;



6.1.4. not use the Services or the Platform for any illegal, misleading or unethical purpose or otherwise in any manner which may be detrimental to the reputation of Navima (as determined in Navima's sole discretion);



6.1.5. not use the Platform in a way that could damage, disable, overburden, impair or compromise Navima's systems or security or interfere with other users (and their respective devices); and



6.1.6. not collect or harvest any information or data from any Service or from Navima's systems or attempt to decipher any transmissions to or from the servers running the Platform (including the use of any robot, spider, site search / retrieval application or other device to retrieve or index any portion of the Platform or collect information about users for any unauthorised purpose),

together defined as "Acceptable Use Restrictions".

FOR CONTEXT:

Your use of the Platform is for the Company's reasonable: you must only use the Platform in a fair and reasonable manner. Your usage must not be unlawful, create security risks or damage our reputation.



6.2

The Customer shall use its best endeavours to use adequate technological and security measures, including measures Navima may reasonably recommend (such as anti-virus and firewall protection on the Customer's Device) or that the Customer and Navima may agree to, from time to time.



6.3

Without prejudice to the obligations undertaken in this clause 6, the Customer must notify Navima immediately upon becoming aware or suspecting that any login information has been used, or may be known, by any third party so that Navima can re-set the Customer's login details.



6.4

The Customer must provide to Navima or procure for Navima, in a timely and efficient manner, such:

6.4.1. co-operation, support, advice and assistance;

6.4.2. information and documentation; and

6.4.3. access to databases, files, folders or third party API's,

as is reasonably necessary to enable Navima to perform its obligations under this Agreement.



6.5

The Customer must provide to Navima or procure for Navima, such access to the Customer's computer hardware, software, networks and systems as may be reasonably required by Navima to enable Navima to perform its obligations under this Agreement.



6.6

The Customer acknowledges that the Customer is solely responsible for procuring and maintaining the Customer's network connections and telecommunications links from the Customer's systems and for all problems, conditions, delays, delivery failures and all other loss or damage arising from or relating to the Customer's network connections or telecommunications links or the Internet.

7.1

Navima warrants that Navima owns (or is the licensor of) all Intellectual Property Rights in relation to the Platform, the Services, the Documentation and the Navima Materials that are necessary to give effect to the terms of this Agreement.

7.2

The Customer acknowledges and agrees that Navima and/or its licensors own all Intellectual Property Rights in the Platform, the Services, the Navima Materials and the Documentation. Except as expressly stated herein, this Agreement does not grant the Customer any Intellectual Property Rights or any other rights or licences in respect of the Platform, the Services, the Navima Materials or the Documentation.

7.3

The parties acknowledge and agree that any Intellectual Property Rights in any documents and materials (e.g., M&A playbooks) created by the Customer within the Platform, or based on its methodology for using the Platform, provided that such documents and materials do not contain any part of the Platform, the Services, the Documentation and/or the Navima Materials ("New IP"), will automatically vest in, and be owned by, the Customer. Navima hereby assigns the New IP to the Customer in the event that it is deemed to initially vest in Navima.

7.4

The Customer hereby agrees that any Intellectual Property Rights in the development of ideas and/or findings pertaining to the Service (whether presented orally or in written form by the Customer or Navima) ("Feedback"), and any materials containing such Feedback, belong absolutely to and vest in Navima and that the Customer will not be entitled to any additional compensation in relation to Feedback.

7.5

Navima hereby grants to the Customer a non-exclusive, non-transferable licence to use the Services, the Platform, the Navima Materials, and the Documentation solely for the Customer's reasonable internal business use. The Company's licence will continue until the expiry or termination of the applicable SOW (howsoever arising) and each Subscription will continue until the end of the applicable Subscription Term (or earlier, upon the termination of the relevant Subscription (howsoever arising)). Notwithstanding, the Customer may retain Platform usage records from the Platform (provided that they have been downloaded by the Customer prior to termination) on a royalty-free, transferable, irrevocable and perpetual basis.

7.6

The Customer shall own all rights, title and interest in and to all of the Customer Materials that it provides to Navima or uploads to the Platform and shall be solely responsible for the legality, reliability, integrity, accuracy and quality of the Customer Materials. The Customer hereby grants to Navima a non-exclusive revocable, transferable, royalty-free, worldwide licence to use, reproduce, distribute, modify, display and perform and/or prepare derivative works of the Customer Materials in connection with the Platform and the provision of the Services (including, without limitation, the right to copy, store, publish, export, adapt, edit and translate the Customer Materials solely to the extent reasonably required for the performance of Navima's obligations and the exercise of Navima's rights under this Agreement) for the duration of this Agreement (and 45 days after its termination pursuant to clause 11.6.5) only. The Customer retains any and all of its rights to any Content the Customer submits, posts or displays on or through the Platform and the Customer is responsible for protecting those rights.

FOR CONTEXT:

The licence to use the Customer Materials is solely to enable us to provide the Platform and the Services to you. We will not use the Customer Materials for any purposes that are not connected with your use of the Platform. We may share the Customer Materials with our sub-contractors and Project participants as part of the Services, but we will not share the Customer Materials with any third parties. You have full control over the Customer Materials and we will delete them 45 days after termination.

7.7

The Customer warrants that: (i) all information disclosed to Navima is legally compliant, accurate and complete; (ii) the Customer Materials belong, or are licensed, to the Customer and the Customer has the right to use them and grant Navima the rights and licences set out in this Agreement; (iii) the Customer Materials will not breach any third party Intellectual Property Rights; and (iv) the posting of the Customer Materials on or through the Services does not violate the privacy rights, publicity rights, Intellectual Property Rights, contract rights or any other rights of any third party.

7.8

The Customer will indemnify and keep Navima and its Affiliates, officers, employees, consultants, agents and sub-contractors indemnified, on demand, against all losses, costs and liabilities and all expenses, including reasonable legal or other professional expenses, suffered or incurred by Navima arising out of or in connection with any claim:

- 7.8.1. in relation to the Customer Materials infringing a third party's Intellectual Property Rights;
- 7.8.2. in relation to the content, accuracy and/or completeness of the Customer Materials; and/or
- 7.8.3. for any defamatory, offensive or illegal content, information or materials posted or distributed through the Platform, either directly or indirectly by the Customer.

FOR CONTEXT:

We require this indemnity to ensure that we can rely on the legality of the Customer Materials uploaded to the Platform. We will not be proactively monitoring this content and this clause provides a simple reimbursement mechanism for any losses that we incur from your content.

7.9

The Customer acknowledges that Navima may use any non-confidential details of the Services (including sharing any analysis or metrics gained from any testing) for a number of purposes, including case studies, publications, exhibitions, competitions and other promotional purposes (such as use in marketing materials and on the Navima website and social platforms). The Company hereby permits Navima to publish the name and standard logo of the Company solely for such purposes on a royalty-free, transferable (for the purposes of giving effect to this clause 7.9 only), irrevocable, perpetual and worldwide basis.

7.10

The Customer acknowledges and agrees that Navima may use anonymised insights captured from use of the Platform to produce data sets and statistics and to train machine learning models pursuant to the provision of its Services to all customers.

FOR CONTEXT:

How the Platform is used is important to us. We may use aggregated and anonymised data and insights about your use of the Platform for promotion purposes and to continue to develop the Platform. You will not be identified from such information. This right is transferable only to give effect to this clause, i.e. we may share the anonymised insights with marketing agencies, professional advisors and investors.



8.1

"**Confidential Information**" means any information that is of a reasonably confidential nature (including commercial, technical, proprietary and/or financial: information, data, know-how or processes) that has been disclosed orally, in writing or by demonstration.

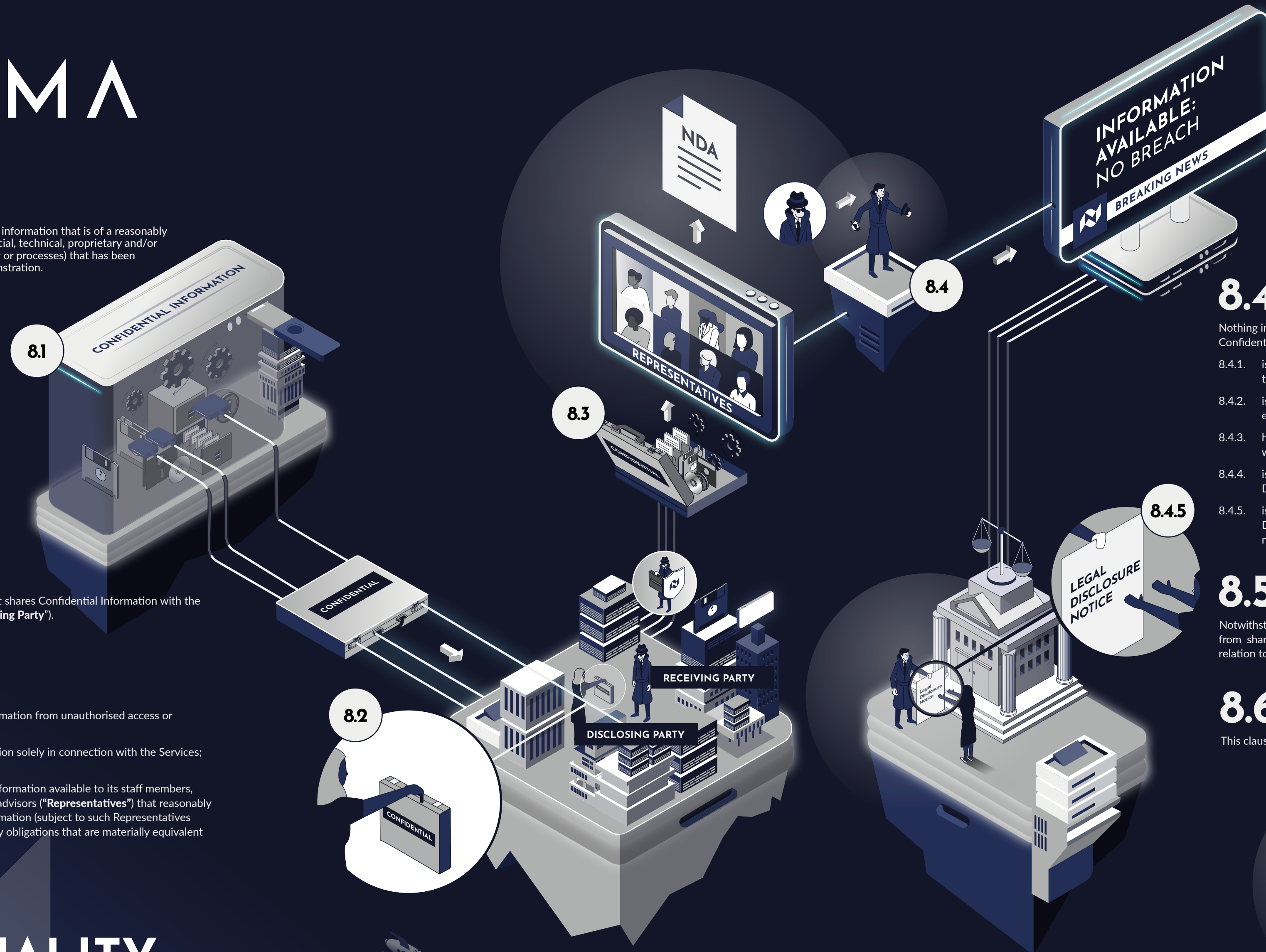
8.2

The "**Disclosing Party**" is the party that shares Confidential Information with the other party or its Affiliates (the "**Receiving Party**").

8.3

The Receiving Party agrees to:

- 8.3.1. protect the Confidential Information from unauthorised access or disclosure;
- 8.3.2. use the Confidential Information solely in connection with the Services; and
- 8.3.3. only make the Confidential Information available to its staff members, contractors and professional advisors ("**Representatives**") that reasonably require the Confidential Information (subject to such Representatives being bound by confidentiality obligations that are materially equivalent to this clause 8).



8.4

Nothing in this Agreement will restrict the Receiving Party's use of any Confidential Information which:

- 8.4.1. is made available in the public domain by any person without breach of this Agreement;
- 8.4.2. is already in the Receiving Party's lawful possession, as reasonably evidenced by the Receiving Party;
- 8.4.3. has already been independently developed by the Receiving Party without reference to the Confidential Information;
- 8.4.4. is disclosed by the Receiving Party with the prior written approval of the Disclosing Party; or
- 8.4.5. is required by law to be released (e.g., by a court order), provided that the Disclosing Party is given prior written notice of such request (where such notice is not prohibited by law).

8.5

Notwithstanding any other provision, nothing in this Agreement will prevent Navima from sharing Confidential Information and Personal Data with the Company in relation to its End Users.

8.6

This clause 8 shall survive termination of this Agreement, however arising.



9.1

Navima's approach to the capture, storing, sharing and use of information and data (including data supplied by the Customer) is set out in Navima's Privacy Notice, available at <https://www.navima.io/privacy-policy> (as updated from time to time) and is incorporated by reference.

9.2

"Controller", "Processor", "Personal Data", "Data Subject", "Personal Data Breach" and **processing** (and process, processes and processed shall be construed accordingly) shall have the meanings given to them in the Data Protection Laws.

9.3

Navima has the following security and quality accreditations (certificates available upon request):

- 9.3.1. BS EN ISO/IEC 27001:2017;
- 9.3.2. ISO 9001:2015; and
- 9.3.3. an ISO 27001 audited and certified information security management system.

9.4

General Obligations. Each party warrants that it will comply with all Data Protection Laws in connection with the Services.

9.5

Data Specification. The Company must provide Navima with a document setting out: (a) the subject matter and duration of any processing to be undertaken by Navima; (b) the nature and purpose of the processing; and (c) the type of Personal Data and the categories of Data Subject relevant to this Agreement.

FOR CONTEXT:

We typically process your Personal Data for: (i) granting access to the Platform to Project participants; (ii) storing Personal Data records that you upload to the Platform; and (iii) providing support services to the Platform.

9.6

Data Controller. The Company acknowledges and agrees that it will be the Data Controller under this Agreement and that it will be responsible for adequately addressing the use of cookies and data protection obligations in its terms and conditions and/or policies with Data Subjects. As Navima does not have any control over the Company's data protection notices, policies and/or terms and conditions, the Company will indemnify and keep Navima and its Affiliates indemnified against all losses, costs and liabilities and all expenses, including reasonable legal or other professional expenses, suffered or incurred by Navima arising out of or in connection with any claim in respect of: (i) a breach of clause 9.4, 9.5 and/or 9.6; (ii) any liability arising whatsoever in respect of the cookies on or the capture of Personal Data through, the Customer's website(s); and (iii) the consent of Data Subjects for the exportation of any Personal Data outside of the UK and/or European Economic Area by Navima under clause 9.9.

9.7

Data Processor. Navima acknowledges and agrees that it will be the Data Processor under this Agreement and that it shall: (a) keep all Personal Data it receives, stores and collects from the Customer strictly confidential (pursuant to clause 8 (Confidentiality)) and not disclose any Personal Data to third parties; (b) not use the Personal Data for any purpose other than to perform its obligations under this Agreement; (c) ensure that all Personal Data it receives, stores and collects from the Customer is processed in accordance with this Agreement or as otherwise instructed in writing from time to time by the Customer and Navima shall not process the Personal Data for any other purpose, unless required by law to which Navima is subject, in which case Navima shall to the extent permitted by law inform the Customer of that legal requirement prior to responding to the request; (d) promptly carry out any written request requiring Navima to amend, transfer or delete the Personal Data or any part of the Personal Data, made by the Customer while this Agreement is in force; and (e) notify the Customer without undue delay or in any case within 48 hours, upon Navima or any sub-processor becoming aware of a Personal Data Breach affecting the Personal Data and Navima shall at this time also provide the Customer with all sufficient information required to meet any obligation to notify the relevant data protection authority or inform affected individuals under applicable Data Protection Laws.

9.8

Assistance. Navima agrees to assist the Company with all subject access requests which may be received from a Data Subject in a prompt timeframe (at the Company's cost) and to ensure that appropriate technical and organisational measures are in place to enable the Company to meet its obligations to those requesting access to Personal Data held by Navima. Upon request, Navima shall provide the Company with reasonably requested information within a reasonable timeframe to demonstrate its compliance with this clause 9. Navima shall assist the Company in relation to any data impact assessments and/or any prior consultation with the relevant data protection authority, provided that Navima shall be entitled to charge a reasonable fee for such assistance.

9.9

Data Transfers. Navima uses two AWS servers that are located in the UK (servers in other countries can be established upon request (subject to fees and commercial terms to be agreed in writing)). Navima agrees not to transmit any Personal Data to a country or territory outside the UK and/or European Economic Area without the Customer's prior written consent, provided that such consent is hereby deemed provided where the Personal Data is subject to an adequate level of protection and appropriate safeguards in accordance with Data Protection Laws (which may include implementing an international data transfer agreement).

9.10

Return of Data. Upon the termination or expiry of this Agreement for any reason, Navima shall delete all of the Customer's Personal Data pursuant to clause 11.6.5, provided that this shall not prevent Navima from retaining a copy to meet its legal or regulatory obligations.

9.11

Safeguards. Taking into account the state-of-the-art, the costs of implementation and the nature, scope, context and purpose of processing, as well as the varying risks to rights and freedoms of natural persons, the parties warrant that while this Agreement is in force they will each:

- 9.11.1. implement administrative, technical and physical safeguards sufficient to:
 - 9.11.1.1. ensure the security and confidentiality of the Personal Data and other records and information of Data Subjects; and
 - 9.11.1.2. protect against anticipated threats or hazards to the integrity of such information and records; and
- 9.11.2. implement protection against the unauthorised or accidental destruction, loss, alteration, use or disclosure of the Personal Data.



10.1

The Customer acknowledges that the Platform has not been developed to meet the Customer's individual requirements and that it is therefore the Customer's responsibility to ensure that the facilities and functions of the Platform as described in the applicable documentation meet the Customer's requirements.

10.2

This clause 10 sets out the entire financial liability of Navima (including any liability for the acts or omissions of its employees, agents and sub-contractors) to the Customer: (i) arising under or in connection with this Agreement; (ii) in respect of any use made by the Customer of the whole or any part of: the Platform, the Services, the Documentation and/or the Navima Materials; and (iii) in respect of any representation, statement or tortious act or omission (including negligence) arising under or in connection with this Agreement.

10.3

Except as expressly and specifically provided in this Agreement:

- 10.3.1. the Customer assumes sole responsibility for results obtained from the use of the Platform, the Services, the Documentation and the Navima Materials by the Customer and for conclusions drawn from such use. Navima shall have no liability for any damage caused by errors or omissions in any information or instructions provided to Navima by the Customer in connection with the Services or any actions taken by Navima at the Customer's direction;
- 10.3.2. all warranties, representations, conditions and all other terms of any kind whatsoever implied by statute or common law are, to the fullest extent permitted by applicable law, excluded from this Agreement;
- 10.3.3. the Platform, the Services, the Navima Materials and the Documentation are provided to the Customer on an 'as is' and 'as available' basis. Navima gives no warranty or representation that the Platform will be wholly free from defects, errors and/or bugs. Navima gives no warranty or representation that the Platform will be wholly free from security vulnerabilities, viruses or other malicious code (but notwithstanding, Navima shall implement reasonable security measures to seek to prevent the transmission of any such material). Navima gives no warranty or representation that the Platform will be compatible with any third party software or systems. The Services may be subject to limitations, delays

and other problems inherent to the use of the Internet and electronic communications. Navima is not responsible to the Customer or any third party for any such delays, delivery failures, Materials or any other damages, losses or costs resulting from such interruptions; and

- 10.3.4. Navima and its licensors do not warrant that: (i) the Service will function uninterrupted, securely or be available at any particular time or location; (ii) any errors or defects will be corrected; (iii) the Service is free of viruses or other harmful components; or (iv) the results of using the Service will meet the Customer's requirements.

FOR CONTEXT:

No business can guarantee the transmission of viruses due to the ever-changing nature of the Internet and therefore we have to manage our risk here. However, we have implemented robust information security management systems to seek to prevent the transmission of viruses and are ISO 27001 certified – demonstrating our dedication to following the best practices of information security management.

10.4

The Customer acknowledges that Navima will not provide any legal, financial, accountancy or taxation advice under this Agreement or in relation to the Services and/or the Platform.

10.5

Nothing in this Agreement limits or excludes the liability of either party: (i) for death or personal injury resulting from negligence; (ii) for any damage or liability incurred by a party as a result of fraud or fraudulent misrepresentation by the other party; (iii) under any indemnity clause in this Agreement; or (iv) for any other losses which cannot be excluded or limited by law.

10.6

Subject to clause 10.5:

- 10.6.1. Navima will not be liable to the Customer for: loss of profits; loss of business; depletion of goodwill and/or similar losses; loss of anticipated savings; loss of goods; loss of contract; loss of use; loss or corruption of data or information; any special, indirect and/or consequential losses; or any pure economic loss, costs, damages, charges or expenses.

FOR CONTEXT:

Loss or damage is indirect if it is not an ordinary consequence of a breach, but at the time this Agreement was made, both Navima and the Customer knew (or should have known in the circumstances) that such loss may arise. We do not take responsibility for the Projects conducted via the Platform and we will not be liable for indirect losses, for example where a Project does not complete (for any reason).

- 10.6.2. Navima's total liability to the Customer in contract, tort (including negligence and/or breach of statutory duty), misrepresentation, restitution or otherwise, arising under or in connection with this Agreement, will be limited to the Fees relating to the relevant Subscription(s) for the then current Subscription Term or the Fees for the affected Custom Services (as applicable).

FOR CONTEXT:

We cap our liability at the value of the applicable fees to ensure that our risk and liability is proportionate to the Agreement value. We set our Fees according to the scope risk under this liability cap.

10.7

In relation to liability arising between Navima and an End User, any sum payable will be paid by Navima to the Company due to the fact that the Company is the party paying the Fees. **Each End User acknowledges and agrees that this is reasonable.**



11.1

Administrators may terminate any Subscription(s) at any time with immediate effect by providing written notice of termination to Navima. Any such Subscription will immediately be void and no refund in relation to the terminated Subscription will be provided for the remainder of the Subscription Term.

11.2

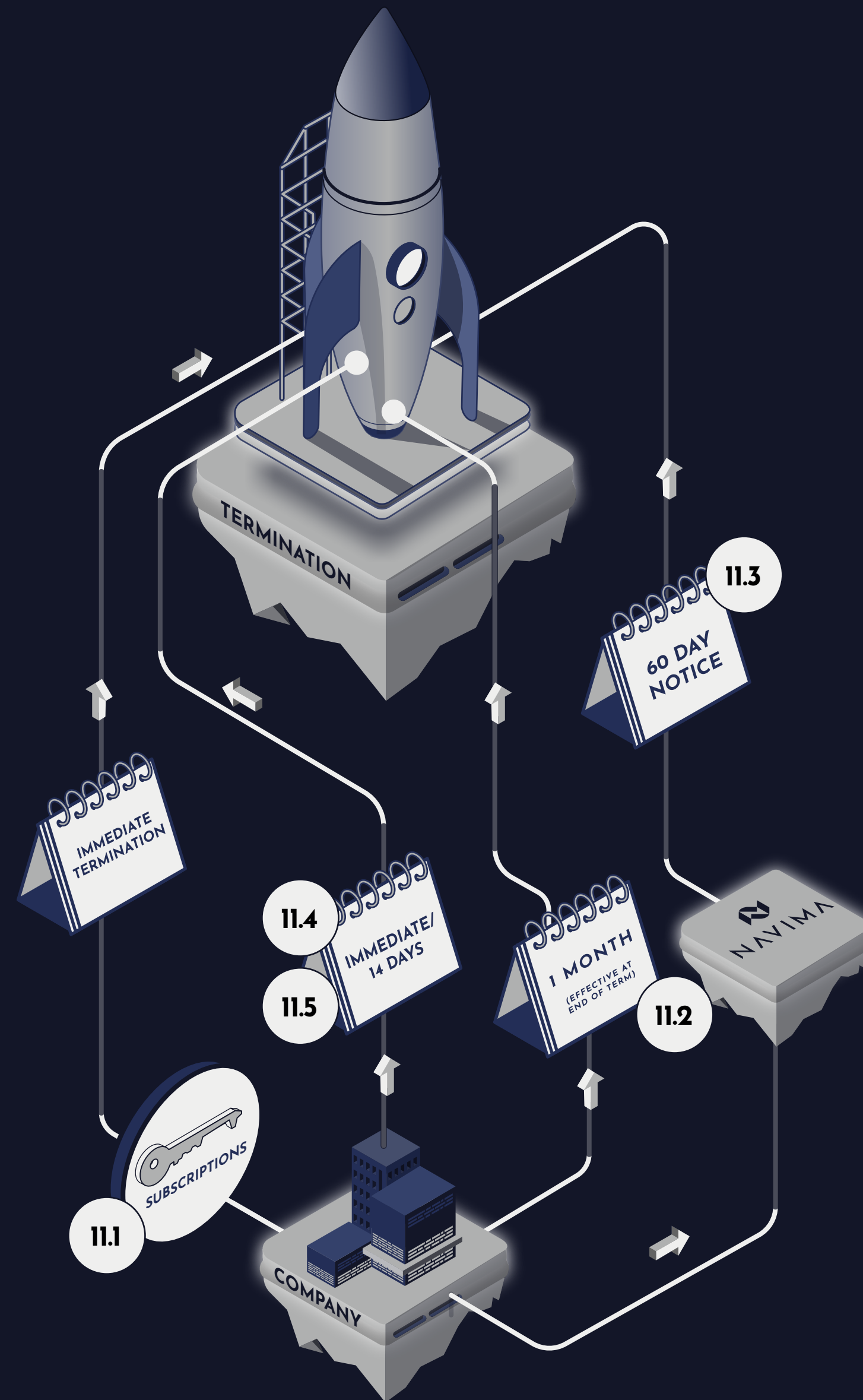
The Company may terminate this Agreement by notifying Navima in writing to the Navima customer support team at least one month in advance (not to take effect before the end of the then current 12 month contract period (pursuant to clause 2.2)).

11.3

Navima may terminate or suspend (at Navima's sole discretion) this Agreement and the Services for convenience upon providing 60 days' written notice to the Customer, in which case the Company will not be liable to pay any Fees for Services that would have been delivered after the effective date of termination and the Company shall be entitled to a pro rata refund of any Fees already paid in advance for Services that would have been delivered after the effective date of termination.

FOR CONTEXT:

We do not provide refunds if you cancel the Agreement for convenience as you have committed to the number of Subscriptions for the full Subscription Term. However, if we decide to cancel the Agreement for convenience, we will provide a refund for the remainder of the then current Subscription Term.



11.4

This Agreement and any SOW can be terminated by either party immediately in writing if:

- 11.4.1. it is breached by the other party. However, if the breach can be remedied, then the defaulting party will have 14 days to resolve the breach upon receiving a termination notice; or
- 11.4.2. the other party: (i) becomes bankrupt / insolvent (ii) appoints an administrative receiver or liquidator (iii) is unable to pay its debts as they fall due; (iv) does (or threatens to) suspend or cease trading; or (v) any event similar in nature to clauses 11.4.2(i-iv) (inclusive).

11.5

Navima may terminate or suspend (at Navima's sole discretion) this Agreement immediately without any liability by providing notice to the Customer if the Customer breaches any of the Licence Restrictions or the Acceptable Use Restrictions.

11.6

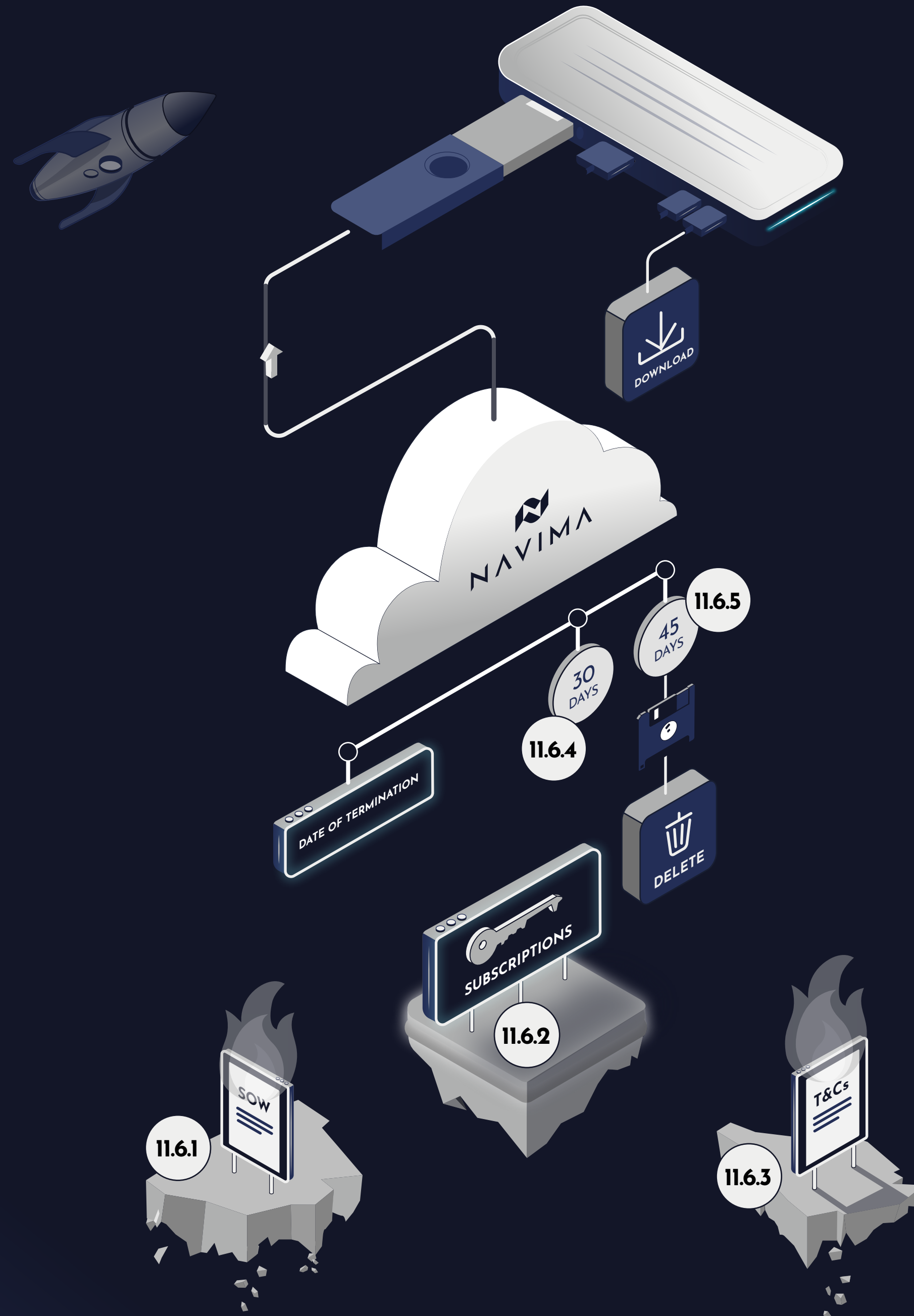
On termination of this Agreement between the Company and Navima for any reason:

- 11.6.1. all SOWs will automatically terminate;
- 11.6.2. all End User contracts and Subscriptions will terminate;
- 11.6.3. all rights granted to the Customer under this Agreement shall immediately cease;
- 11.6.4. the Customer must immediately cease all activities authorised by this Agreement (provided that the Customer may access the Platform for up to 30 days from the effective date of termination solely to extract its End User data and Customer Materials from the Platform (which must be completed within the 30 days from the effective date of termination));
- 11.6.5. Navima will remove all Customer Materials and End User data within 45 days of the effective date of termination; and
- 11.6.6. any rights, remedies, obligations or liabilities of the parties that have accrued up to the effective date of termination, including the right to claim damages in respect of any breach of the Agreement, which existed at or before the date of termination, shall not be affected or prejudiced.

11.7

On termination of this Agreement between an End User and Navima for any reason:

- 11.7.1. the termination of this Agreement between an End User and Navima shall not terminate the contracts between the Company or any other End Users and Navima;
- 11.7.2. all rights granted to the End User under this Agreement shall immediately cease; and
- 11.7.3. the End User must immediately cease all activities authorised by this Agreement.



11.8

If, for whatever reason, Navima's relationship with a third party service provider or data provider is restricted, suspended or terminated, and this affects Navima's ability to provide the Platform, the Services or the Navima Materials, Navima will notify the Customer in writing and use reasonable endeavours to re-commence the Platform, the Services and the provision of the Navima Materials as soon as possible. However, Navima will have no liability to the Customer for any interruptions or termination of the Platform or the Services hereunder.

11.9

The suspension or cancellation of the Company's and/or End Users' accounts and/or of the Customer's right to use the Platform shall not affect either party's rights or liabilities.

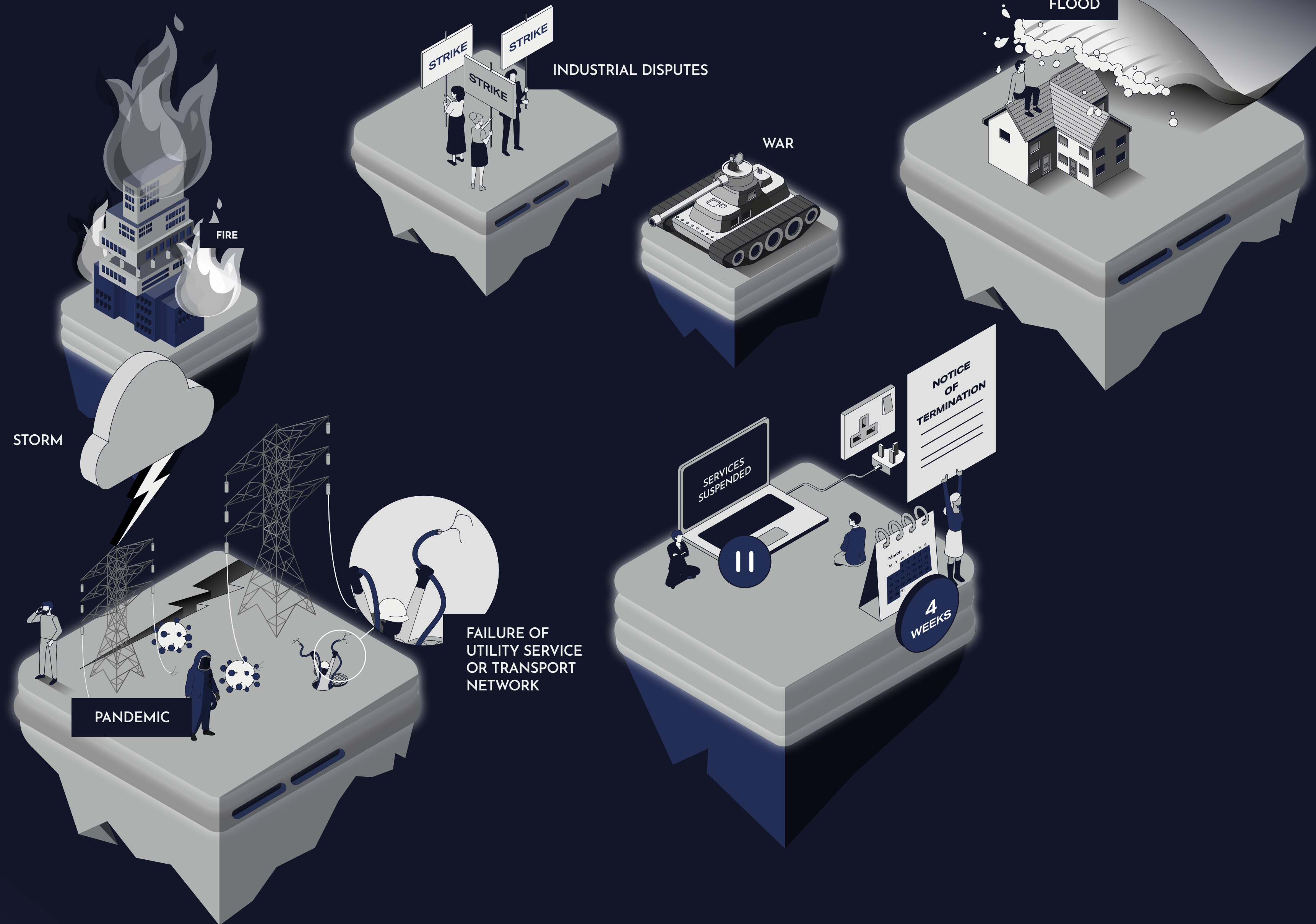
11.10

Any provision of this Agreement that is expressly or by implication intended to come into or continue in force on or after termination or expiry of this Agreement shall remain in full force and effect.



12.1

Neither party shall in any circumstances have any liability to the other party under this Agreement if it is prevented from or delayed in, performing its obligations under this Agreement or from carrying on its business by any acts, events, omissions or accidents beyond its reasonable control, including, without limitation: acts of God; fire; flood; storm; epidemic; pandemic; war; riot; civil commotion; malicious damage; compliance with any law or governmental order, rule, regulation or direction; accident; breakdown of plant or machinery; default of suppliers or sub-contractors; strikes, lock-outs or other industrial disputes or illness involving the workforce of Navima; or failure of a utility service or transport network ("**Force Majeure Event**"). If the Force Majeure Event continues for a period of four weeks or more, the unaffected party may terminate this Agreement with immediate effect by providing the other party with written notice.



13.1

During the term of this Agreement and for a period of two years following its termination, upon reasonable notice to the Company, Navima will have the right to audit all usage of the Platform and the Services by the Company (including, without limitation, verification of the number of End Users and usage by 'seat' type), provided that the Company will not be required to submit to such audit more than twice in any calendar year. Audits will be undertaken remotely where practicable. The Company will provide Navima (and its auditors and other advisers) with all reasonable co-operation, access and assistance in relation to each audit. The parties will bear their own costs and expenses incurred in respect of compliance with their obligations under this clause 13.1, unless the audit identifies a material default by the Company, in which case the Company will reimburse Navima for all of its reasonable costs incurred in the course of the audit.

13.2

If an audit identifies that the Company has more End Users accessing the Platform than the number of Subscriptions purchased (for the specific seat types permitted) in an SOW, Navima may invoice the Company for the difference at its then current Fee rates.

13.3

If an audit identifies that the Company is in breach of this Agreement, without prejudice to Navima's other rights and remedies, the Company will promptly take the necessary steps to comply with its obligations under this Agreement.

FOR CONTEXT:

We rarely have to invoke these audit rights, but there may be circumstances where it is appropriate for us to assess your use of the Platform, e.g., if we have reason to believe that you are providing access to the Platform to a Navima competitor.



14.1



This Agreement constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter. Each party acknowledges that in entering into this Agreement it does not rely on and shall have no remedies in respect of, any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this Agreement. Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in this Agreement.

14.2



Navima reserves the right to make changes to this Agreement at any time upon providing the Customer with notice. If the Customer continues to use the Platform, then the Customer will be deemed to have accepted the updated Agreement. Updates to the Platform may be released from time to time. Depending on the update, the Customer may not be able to use the Platform and the Services until the Customer has accepted any new terms. Certain updates, upgrades and/or additional features may also be subject to additional Fees. If a revision is deemed by Navima to be material (determined at Navima's sole discretion), Navima will aim to provide at least 30 days' notice to the Customer prior to any new terms taking effect.

FOR CONTEXT:

We need the right to update the terms of this Agreement to reflect changes to the law and changes to our processes. We will provide you with reasonable notice (30 days minimum) in advance of any material changes and we will seek to address any queries that you may have at this time.

14.3



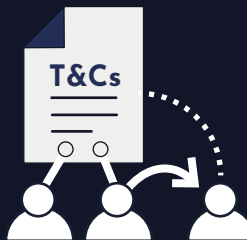
Subject to clause 14.2, no variation of this Agreement will be effective unless it is in writing and signed by the authorised representatives of Navima and the Company.

14.4



No failure or delay by a party to exercise any right or remedy provided under this Agreement or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy. The rights and remedies provided under this Agreement are in addition to and not exclusive of, any rights or remedies provided by law.

14.5



The Customer shall not, without the prior written consent of Navima, assign, transfer, charge, sub-contract or deal in any other manner with all or any of its rights or obligations under this Agreement. Navima may at any time assign, transfer, charge, sub-contract or deal in any other manner with all or any of its rights or obligations under this Agreement.

14.6



Nothing in this Agreement is intended to or shall operate to create a partnership between the parties or to authorise either party to act as agent for the other and neither party shall have the authority to act in the name of or on behalf of or otherwise to bind the other in any way (including, without limitation, by the making of any representation or warranty, the assumption of any obligation or liability and/or the exercise of any right or power).

14.7



No-one other than a party to this Agreement, their successors and/or their permitted assignees shall have the right to enforce any of its terms.

14.8



If any provision or part-provision of this Agreement is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of this Agreement.

14.9



If the Customer wishes to contact Navima in writing or if any condition in this Agreement requires the Customer to give Navima notice in writing, the Customer can send this to Navima by e-mail to hello@navima.io and Navima will confirm receipt of this by return e-mail. If Navima must contact the Company or an End User in writing, Navima may do so by e-mail to the address the Customer provides to sign up to the Platform.

14.10



Subject to clause 14.9, all notices must be in writing and are deemed given when mailed by registered or certified mail (return receipt requested) to the other party's registered address (for the End User, this will be the Company's registered address), or such other address notified to the other party in writing from time to time.

14.11



Notwithstanding clause 14.9, it is agreed that serving notice by email or fax will not be an effective method of providing notice of a legal claim under this Agreement.

14.12



If Navima provides any third party material or links through the Services and/or the Platform, such items are provided on an 'as is' basis and are accessed solely at the Customer's own risk.

14.13



This Agreement and any disputes or claims arising out of or in connection with it or its subject matter or formation (including, without limitation, non-contractual disputes or claims) are governed by English law and the parties irrevocably submit to the exclusive jurisdiction of the English courts.



1.1

Except as otherwise stated in an applicable SOW, the Services will include:

1.1.10

a specific number of hours with a mergers and acquisitions (M&A) expert from 'BTD' (Beyond the Deal) LLP per calendar month, as per the applicable SOW (please note that such hours expire at the end of each calendar month and may not be carried forward to future months) ("M&A Support Hours").

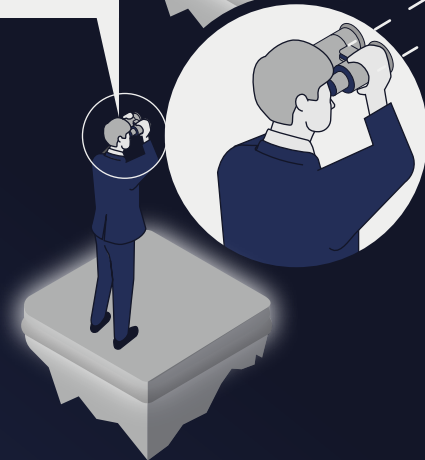


1.1.9

a specific number of customer success manager hours per calendar month, as per the applicable SOW (please note that such hours expire at the end of each calendar month and may not be carried forward to future months) ("CSM Hours"). CSM Hours can be used for the following: general support in respect of using the Platform (such as onboarding new End Users), responding to support tickets, training and ongoing account management; and



END USER



1.1.8

set-up and onboarding provided by Navima and 'BTD' (Beyond The Deal) LLP (unless the customer opts-out of BTD LLP onboarding);



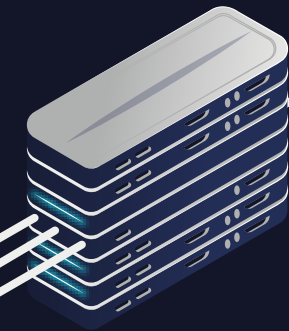
1.1.1

a Company licence to use the Navima Platform and to distribute the number of Subscriptions to End User permitted in the applicable SOW;



1.1.2

data storage in UK based servers, as per the applicable SOW;



1.1.3

ongoing Platform improvements, as and when they are deployed;



1.1.4

access to Navima's M&A playbooks and associated documents ("Playbooks") and any future updates, as and when they are deployed to the Platform;



1.1.5

the ability to create an unlimited number of Projects within the Platform;



1.1.6

the provision of a number of standard M&A reporting templates and dashboards;



1.1.7

TFA (two factor authentication) for all End Users;



2. PLAYBOOKS DISCLAIMER



2.1

All Navima Playbooks are provided for general information purposes only. The provision of Playbooks by Navima, its Affiliates and partners does not constitute financial, tax, legal or other professional advice or recommendations of any kind. Your use of the Playbooks is at your own risk – including any modification you might make to such Playbooks from time to time. No lawyer-client, advisory, fiduciary, or other relationship exists between Navima and any person accessing or otherwise using the Playbooks. Navima and its Affiliates and partners (and any of their respective officers, employees, consultants, agents and sub-contractors) and any third party authors or contributors of any Playbooks will not be liable for any damages, losses or causes of action of any nature arising from any use of any of the content or the provision of the Playbooks.

SCHEDULE 1 SERVICE INCLUSIONS

3.1

Except as otherwise stated in an SOW, the Services will not include:

3.1.1

onsite onboarding, training or visits to a client site for any other purposes;

3.1.13

the set-up and project management of a virtual data room (VDR).

3.1.12

choice of cloud server hosting location; and/or

CSM

3.1.2

any customer success work that is not covered within the permitted CSM Hours;

M&A SUPPORT HOURS

3.1.3

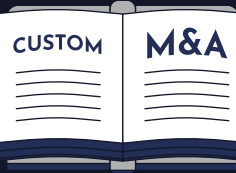
ongoing M&A consulting support that is not covered within the permitted M&A Support Hours;

3.1.4

any other professional services support;

3.1.5

any custom creation of M&A (or other) playbooks;



3.1.6

any custom API integrations;

3.1.7

any white-labelling of the Platform;

3.1.8

Single Sign On (SSO) configuration and implementation;

3.1.9

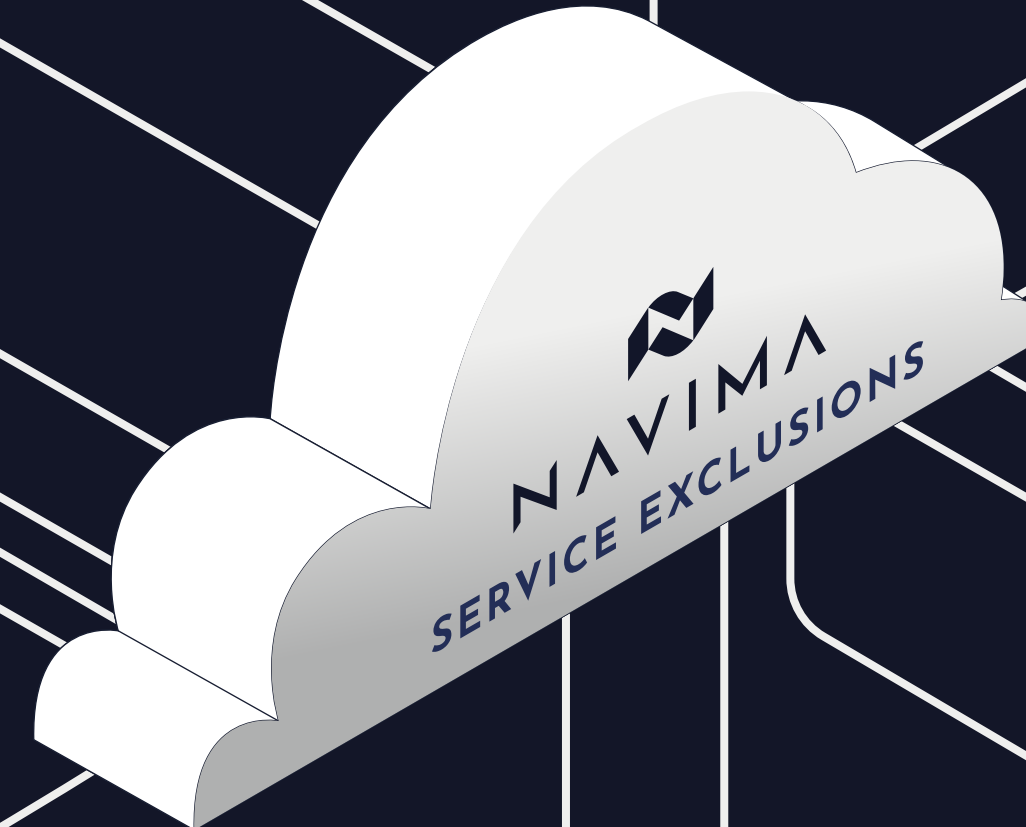
any custom creation of M&A reporting templates and dashboards outside the scope of those provided in the Services and as generally made available to all Navima clients;

3.1.10

any data modelling or the building of Artificial Intelligence (AI) and or Machine Learning (ML) modules within Navima's Advanced Analytics functionality;

3.1.11

the setting up of geo-fencing / domain whitelisting where requested by the Customer (at the Customer's cost (as agreed by the parties in writing));



SCHEDULE 1 SERVICE EXCLUSIONS

1. ADDITONAL DEFINITIONS

1.1



Downtime: any period during which the Customer is unable to access or use the Platform because of an Issue, excluding Scheduled Downtime.

1.2



Issue: a single, reproducible issue or problem materially or significantly affecting the functionality of the Platform.

1.3



Scheduled Downtime: means a time period identified by Navima, not to exceed one hour per calendar quarter and subject to 72 hours' prior notice as provided to Navima's general client base, in which Navima intends to have any Downtime of the Platform or related systems.

1.4



Update: a hotfix, patch or minor version update to any Platform software.

1.5



Upgrade: means a major version upgrade of any Platform software.

2. AVAILABILITY

2.1

Navima shall use reasonable endeavours to ensure that the uptime for the Platform is at least 99.5% during each calendar quarter ("**Uptime SLA**"). Where Navima fails to achieve the Uptime SLA in any calendar quarter, the Company and Navima shall seek to discuss a suitable resolution plan, acting in good faith.

2.2

Navima shall be responsible for measuring the Uptime SLA and shall do so using any reasonable methodology.

2.3

Navima shall report Uptime SLA measurements to the Customer in writing, as and when requested by the Customer, limited to once per calendar month.

3. DOWNTIME

3.1

Downtime caused directly or indirectly by any of the following shall not be considered when calculating whether Navima has met the Uptime SLA:

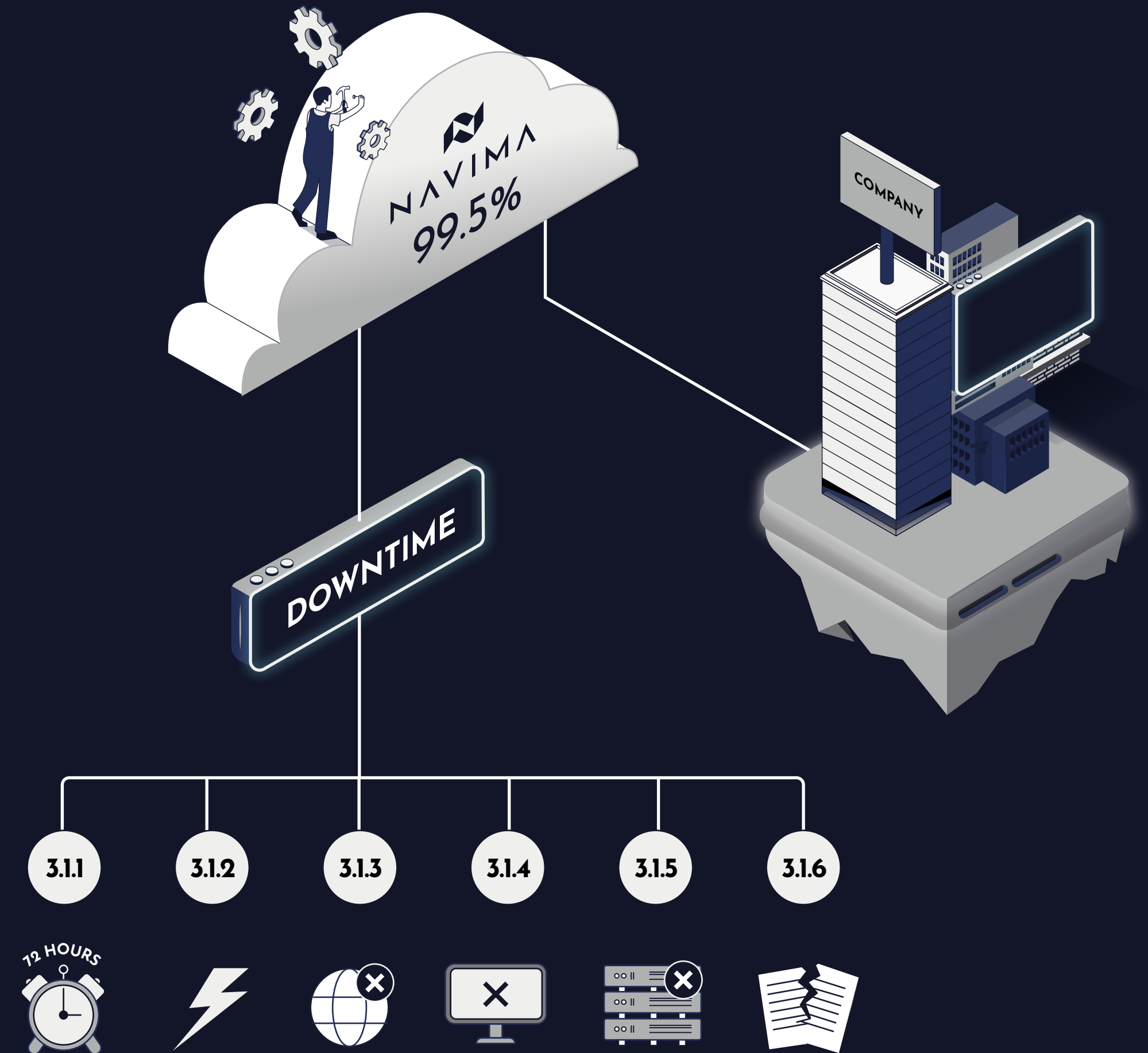
- 3.1.1 Scheduled Downtime carried out in accordance with this Agreement;
- 3.1.2 a Force Majeure Event;
- 3.1.3 a fault or failure of the Internet or any public telecommunications network;
- 3.1.4 a fault or failure of Navima's hosting infrastructure service provider, unless such fault or failure constitutes an actionable breach of the contract between Navima and that service provider;
- 3.1.5 a fault or failure of the Customer's computer systems or networks; and
- 3.1.6 any breach by the Customer of this Agreement.

3.2

Navima will provide at least 72 hours' prior notice before implementing any scheduled Downtime.

3.3

Navima may, upon providing reasonable written notice to the Customer, interrupt the Platform in whole or in part to install Updates, new features, bug fixes and other improvements. Navima shall use commercially reasonable effort to minimise such interruptions and their potential inconvenience to the Customer.



4. ISSUES

4.1

Navima's Uptime SLA and Downtime obligations do not extend to Issues or errors caused by:

- 4.1.1 third party hardware or software;
- 4.1.2 use of the Platform in violation of the terms of the Agreement;
- 4.1.3 use of the Platform other than in accordance with any Documentation or the reasonable instructions of Navima (which are provided in advance of such an Issue arising);
- 4.1.4 ongoing testing or training instances of the Platform provided to Customer; or
- 4.1.5 circumstances or events beyond the reasonable control of Navima, including, without limitation, any Force Majeure Events, the performance and/or availability of local ISPs employed by the Customer or any network beyond the demarcation or control of Navima.

4.2

The Customer must report any Issues, bugs, errors or other problems relating to the Platform to Navima and provide additional information for testing and analysis purposes to assist Navima with Issue resolution.

5. SUPPORT SERVICES

5.1

The support Services shall include the following:

- 5.1.1 the provision of a designated customer success manager ("CSM") for the duration of the Agreement. The CSM's role will include, without limitation, assistance with initial onboarding, training on how to use the Platform (covering areas such as: login; adding users; creating Projects; setting permissions; and removing users; and
- 5.1.2 Issue resolution and general support of the Platform.

5.2

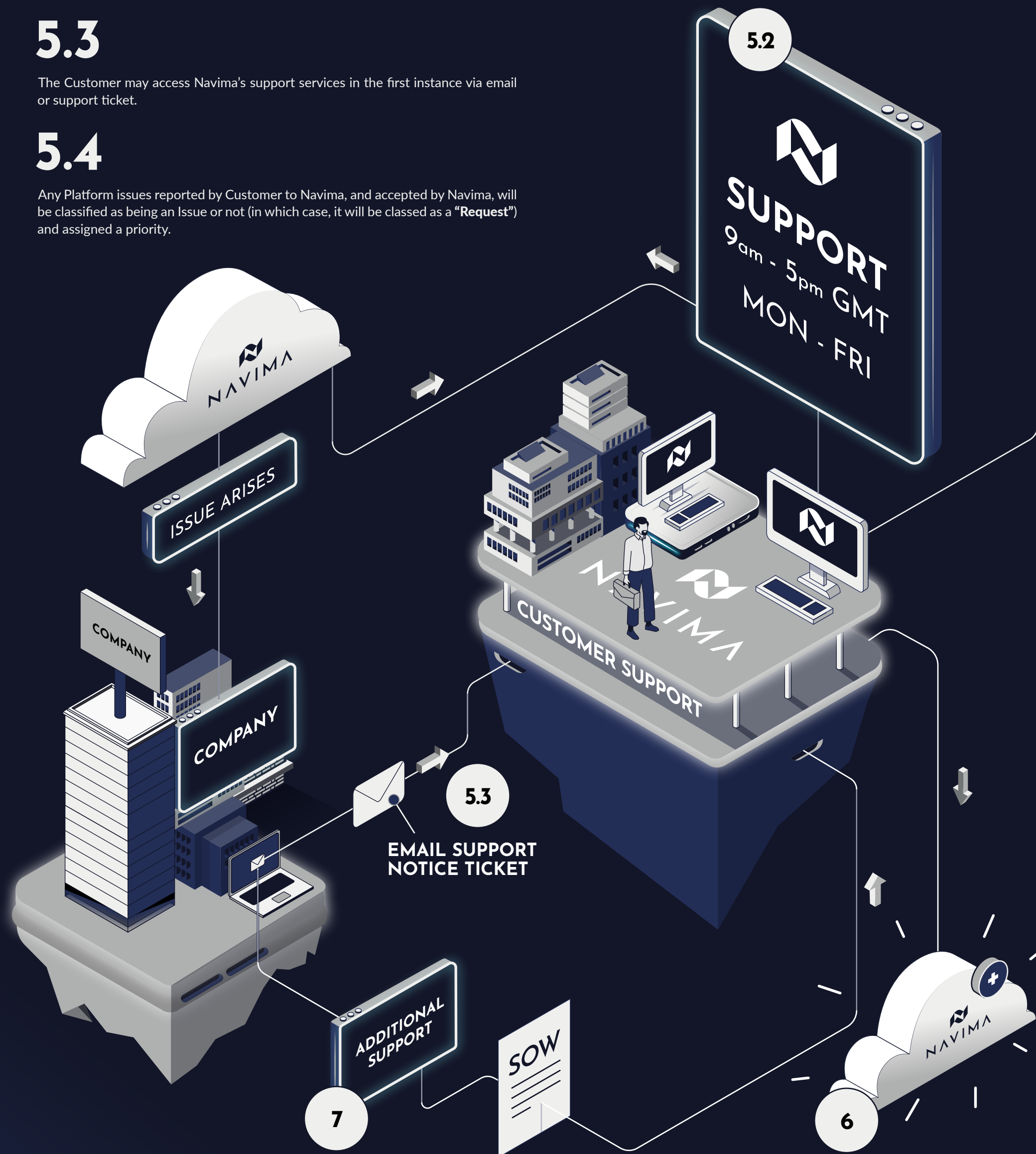
Navima shall seek to provide the support Services during the following times: 9 AM - 5 PM GMT during Business Days ("Standard Support Hours"). A "Business Day" means Monday to Friday inclusive (excluding bank holidays and public holidays in England).

5.3

The Customer may access Navima's support services in the first instance via email or support ticket.

5.4

Any Platform issues reported by Customer to Navima, and accepted by Navima, will be classified as being an Issue or not (in which case, it will be classed as a "Request") and assigned a priority.



5.5

Navima shall use commercially reasonable efforts to provide an acknowledgement of a reported Issue or Request to the Customer and respond within the target timeframes specified in the table below ("Response"):

LEVEL	SEVERITY	TARGET RESPONSE TIME
LEVEL 1 - URGENT	An Issue that renders the Platform completely inoperative for all users.	Within 4 hours during Standard Support Hours (or the next Business Day when the Standard Support Hours are next in effect).
LEVEL 2 - HIGH	An Issue that materially impairs substantial features of the Platform for many users and no reasonable workaround is available.	Within 6 hours during Standard Support Hours (or the next Business Day when the Standard Support Hours are next in effect).
LEVEL 3 - NORMAL	An Issue that impairs a feature of the Platform for a few users with no critical impact on operations.	The next Business Day when the Standard Support Hours are next in effect.
LEVEL 4 - LOW	Minimal business impact. An enquiry or non-technical Request.	Following two Business Days, when the Standard Support Hours are next in effect.

5.6

Navima shall seek to include in the Response: (i) the priority assigned to the case; (ii) any actions taken; (iii) immediate resolution if available; and (iv) any escalation plans.

5.7

Resolution of an Issue is subject to verification and reproduction of the Issue by Navima, with the Customer's reasonable assistance verifying and reproducing the Issue. Resolution(s) may include a temporary workaround, patch or bypass supplied by Navima or a computer or operating routine.

6. UPGRADES

6.1

Navima may release Upgrades to the Platform from time to time.

6.2

Navima shall apply each Upgrade to the Platform within any period notified by Navima to the Customer.



7. ADDITIONAL SUPPORT SERVICES

7.1



Where the Customer requests or purchases additional support services from Navima, these will be documented within a separate SOW to be signed by both parties.



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