LUMINANCE MASTER HOSTED TERMS

IMPORTANT - READ CAREFULLY:

Please read the following legally binding Luminance Master Hosted Terms ("Agreement") between Luminance Technologies Ltd ("Luminance") and the person or entity who has signed a Product Order Form (together with its Affiliates, "Customer") carefully. THIS AGREEMENT SHALL APPLY TO ANY ORDER, (EVALUATION, COMMERCIAL OR OTHERWISE) ORDER ACKNOWLEDGEMENT, AND INVOICE FOR ANY PRODUCT OR SUPPORT BY LUMINANCE. By signing a Product Order Form, selecting the 'accept' option or otherwise accessing or using the Product, Customer acknowledges that Customer has read, understands, and agrees to be bound by the terms and conditions of this Agreement. Where a service provider, consultant, contractor or other party uses the Product on Customer's behalf, such party will be deemed to be Customer's agent and Customer will be deemed to have accepted all of the terms and conditions of this Agreement as if Customer had directly used the Product. If Customer does not agree with the terms and conditions of this Agreement, Customer is not authorised to use the Product for any purpose whatsoever.

Luminance and Customer may be collectively referred to as the "Parties" and/or individually as a "Party".

The Agreement is comprised of the following documents:

a) The Product Order Form;

b) This Agreement and its appendices; and

c) Support Datasheet available at https://www.luminance.com/files/support.html.

RECITALS

WHEREAS Luminance is the supplier of the Product(s) described in the applicable order form (the "Product Order Form") that identifies the Product(s) (including accompanying Support) ordered by Customer from Luminance, applicable fees (if any), any other specifications, requirements and restrictions (if any).

WHEREAS, Customer intends to use the Product(s) for its internal use and for providing service to its clients, and Luminance has agreed to Customer's use of the Product(s) in accordance with the terms of this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and (where applicable) payment of Fees described herein, the Parties agree as follows:

1. DEFINITIONS

The defined terms are as set out in Clause 18.

2. PROCESS

2.1 Luminance agrees to provide to Customer and Customer agrees to be provided with the Product(s) (and accompanying Support) as set out in the Product Order Form. The Product Order Form must be in writing and reference this Agreement to be valid. The Product Order Form shall be governed by this Agreement and any contrary or additional terms are deemed null and void and of no effect unless agreed in writing between the Parties prior to acceptance of the Product Order Form.

3. LICENCE GRANT AND RESTRICTIONS

3.1 Licence Grant. Subject to the terms and conditions of this Agreement and the Product Order Form, Luminance grants to Customer a non-exclusive, non-transferable, non-sub licensable, licence for the Term to:

(a) access and use the Product specified in the Product Order Form, for Customer's or its Affiliate's internal business purpose (other than as a stand-alone commercial offering), relating to the processing and review of Customer Data; (b) use the Documentation; and (c) make a commercially reasonable number of copies of the Documentation, provided that Customer reproduces all of Luminance's and its suppliers' copyright notices and proprietary legends on each provided to Customer on the original versions thereof.

3.2 Licence Restrictions. Access to the Product is on a usage basis, and is licensed, not sold. The restrictions in this Agreement represent conditions of Customer's licence. Customer specifically agrees not to:

(a) sub-licence, rent, sell, lease, distribute or otherwise transfer its right to access the Product or otherwise use or allow others to use the Product for the benefit of any third party (other than Affiliates and/or in the provision of services to Customer clients) and provided that Customer may use and make monetary gain from the Outputs derived from using the Product;

(b) attempt to reverse engineer, decompile, disassemble, or derive the source code or underlying ideas or algorithms of the Product and/or Third Party Software or any portion thereof, except as required to be permitted by applicable law;

(c) modify, port, translate, localise or create derivative works of the Product, the Third Party Software and/or the Documentation provided that Customer can train the Product and that such training shall not be in contravention of this Clause 3.2;

(d) use the Product in violation of any law, statute, ordinance or regulation applicable to Customer;

(e) provide access to the Product save as provided in this Agreement;

(f) collect any information from or through the Product using any automated means (other than the Product's own functionality), including without limitation any script, spider, "screen scraping" or "database scraping" application;

(g) gain or attempt to gain non-permitted access by any means to any Luminance computer system, network or database; and/or

(h) file copyright or patent applications that include the Product or any portion thereof.

3.3 Affiliate Use. Luminance acknowledges and agrees that the Product(s) are provided for the benefit of Affiliates of Customer from time to time. Accordingly, such Affiliates shall be entitled to utilise the Product(s) in the same way as Customer under the terms of this Agreement. To the extent that any such Customer Affiliate utilises the Product in accordance with this Clause 3.3 Customer (acting as agent and trustee of the relevant Customer Affiliate) will be entitled to enforce any term of this Agreement and recover all losses suffered by such Customer Affiliate pursuant to this Agreement as though Customer had suffered such loss itself, provided that in no event may Customer make multiple recoveries in respect of the same loss.

3.4 Outsource Provider. In the event that Customer contracts with a third-party service provider (each, an "Outsource Provider"), Customer may permit such Outsource Providers to exercise the rights granted in Clause 3.1 above on Customer's or its Affiliates' behalf, provided that: (a) the Outsource Provider shall only use the Product for Customer's use subject to terms and conditions that are consistent with the rights and limitations set out in this Agreement; and (b) Customer shall remain liable for the acts and omissions of the Outsource Provider under this Agreement.

3.5 Third Party Software/Open Source Software. Customer acknowledges that the Product may contain or be accompanied by certain Third Party Software including Open Source Software. Open Source Software is copyrighted and licensed under the GPL/LGPL and other Open Source Software licences. Copies of, or references to, those licences may be set out in the Product Order Form, the Third Party Software packaging and/or the "About" page within the Product. Luminance shall be solely responsible for obtaining and maintaining (at its sole expense) all necessary licenses and other rights to enable Customer to use the Product and to otherwise exploit the rights granted hereunder.

4. SUPPORT

4.1 Support. Luminance shall provide Support in accordance with the Support Datasheet.

4.2 DISCLAIMER. UNLESS EXPRESSLY AGREED, SUPPORT DOES NOT INCLUDE MONITORING, INTERPRETATION AND/OR CORRECTIVE ACTION WITH RESPECT TO ANY RESULTS OR OUTPUTS GENERATED BY THE PRODUCT. NO ADVICE OR INFORMATION OBTAINED BY CUSTOMER FROM LUMINANCE SHALL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THIS AGREEMENT. CUSTOMER UNDERSTANDS AND ACKNOWLEDGES THAT ALL RESULTS REQUIRE MANUAL INTERPRETATION.

4.3 Call Home. Luminance's Call Home (as defined in the Support Datasheet) is critical for Support. The Call Home connection can be initiated, terminated and audited at any time by Customer.

4.4 Access. Luminance's access to Customer's Product account is limited solely to the provision of Support. To the extent requested, such access may be further subject to Customer's applicable policies and procedures provided to Luminance in writing in advance.

5. FEES, PAYMENT AND TAXES

5.1 Fees. Fees are stated in the Product Order Form. No refunds will be made except as provided in Clause 8.3 and Clause 9.3 below. Fees are exclusive of sales and use taxes assessed in the jurisdiction in which Customer or its Affiliates is physically located and utilises the Product(s). Should Customer be required under any law or regulation of any governmental entity or authority outside of the United Kingdom to withhold or deduct any portion of payments due then Customer and Luminance shall co-operate in all respects and take all reasonable steps necessary to pay Luminance such additional amounts as are necessary so that the net amount received by Luminance is equal to the amount then due and payable under this Agreement. Luminance shall provide Customer with such tax forms as reasonably requested in order to reduce or eliminate the amount of any withholding or deduction for taxes in respect of payment made under this Agreement.

5.2 Invoices and Payment. Fees accrue from the Commencement Date specified in the Product Order Form. Invoices are issued monthly in arrears (unless otherwise set out in the Purchase Order Form), via email. Customer agrees to pay all undisputed amounts within 30 days of receipt of the applicable invoice by direct bank/wire transfer in accordance with the instructions on the invoice, plus any bank charges assessed by Customer's bank, unless otherwise agreed. If Customer disputes the Fees due under a specific invoice, Customer must provide written notice of such dispute to Luminance in accordance with Clause 17.4 within ten (10) days of receipt of the invoice, otherwise the invoice will be deemed accepted and payable. Luminance may impose late charges at a rate equal to two percent (2%) per annum above the official dealing rate of the Bank of England, calculated from the date payment was due until the date payment is made, together with all reasonable collection expenses, including legal fees.

5.3 Lapsed Fees. If Customer has lapsed in the payment of Fees due hereunder Luminance may, in addition to its other rights under this Agreement and reserving all other rights and remedies as may be provided by law, suspend Customer's access to the Product and the provision of Support until such time as Customer has paid all outstanding Fees, including any accrued late charges and any Fees incurred during the suspension, at which point Customer's access to the Product will be re-instated.

5.4 Suspension. In the event Customer's access to the Product is suspended in accordance with Clause 12.3.1(c) below, Customer will be responsible for paying all Fees from the date of suspension through to the then-current date, prior to re-authorisation of usage of the Product.

6. INTELLECTUAL PROPERTY; OWNERSHIP

6.1 Luminance Intellectual Property. Except as expressly set out herein, this Agreement does not grant either Party any rights, implied or otherwise, to the other's Intellectual Property. Luminance and/or its Third Party Licensors retain all right, title and interest in and to the Product, the Standard Clauses, and related Documentation, including all enhancements, error correction, new releases, updates, derivations and modifications by Luminance thereto (collectively, "Luminance Intellectual Property"). Customer agrees to inform Luminance promptly of any infringement of this Intellectual Property that comes to Customer's attention.

6.2 Customer Intellectual Property. Customer retains and/or shall own all right, title and interest in and to Customer Data and the content of any Outputs.

7. EVALUATIONS AND BETA TESTING

7.1 If the Product Order Form is for an unpaid (provided without Fees) pilot evaluation of a commercially available Product (the "Pilot"), Customer may use the Product for evaluation purposes only for the shorter of: (a) the period set out in the Product Order Form; (b) two (2) weeks; or (c) as otherwise specified by Luminance in writing at its sole discretion (the "Pilot Period"). If Customer does not purchase the Product, the rights to use the Product and this Agreement will terminate immediately upon expiry of the Pilot Period.

7.2 If Luminance provides Customer with a non-commercially available Product for technical preview or beta testing (a "Preview Product"), Customer may use the Preview Product for evaluation purposes, in a non-production test environment only, for the period specified by Luminance (the "Test Period"). Customer shall test the Preview Product in accordance with any conditions specified in the readme file and/or any accompanying Documentation, and shall gather and report test data, feedback, comments and suggestions to Luminance. Customer's right to use the Preview Product shall terminate upon expiry of the Test Period. Luminance makes no warranty it will release a commercial version of the Preview Product, or that a commercial version will contain the same or similar features as the Preview Product.

7.3 A staging environment may be made available to Customer from time-to-time for previewing a Preview Product. Such staging environment will, at Luminance's discretion, be either a shared environment or a private, separate instance of the Product. Staging environments are typically made available at least two weeks prior to any major Product release and may be subject to charges.

7.4 Clause 8 (Warranties) and Clause 11 (Limitation of liability) of this Agreement shall not apply to Pilots or Preview Products. PILOTS AND PREVIEW PRODUCTS ARE PROVIDED "AS IS" AND, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW LUMINANCE MAKES NO WARRANTIES, CONDITIONS, REPRESENTATIONS OR UNDERTAKINGS OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE WITH RELATION TO SUCH PREVIEW PRODUCTS. IN RESPECT OF PILOTS AND PREVIEW PRODUCTS, IN NO EVENT SHALL LUMINANCE BE LIABLE TO CUSTOMER OR ITS AFFILIATES FOR ANY DIRECT, INDIRECT, CONSEQUENTIAL, INCIDENTAL OR SPECIAL DAMAGE OR LOSS OF ANY KIND OR ANY LOSS OF PROFITS, LOSS OF CONTRACTS, BUSINESS INTERRUPTIONS, LOSS OF OR CORRUPTION OF INFORMATION OR DATA HOWEVER CAUSED AND WHETHER ARISING UNDER CONTRACT, TORT (INCLUDING WITHOUT LIMITATION NEGLIGENCE) OR OTHERWISE, EVEN IF LUMINANCE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

7.5 IF ANY LIMITATION, EXCLUSION, DISCLAIMER OR OTHER PROVISION CONTAINED IN CLAUSE 7.4 IS HELD TO BE INVALID FOR ANY REASON BY A COURT OF COMPETENT JURISDICTION AND LUMINANCE BECOMES LIABLE THEREBY FOR LOSS OR DAMAGE THAT MAY LAWFULLY BE LIMITED, SUCH LIABILITY WHETHER IN CONTRACT, TORT OR OTHERWISE, WILL NOT EXCEED TEN THOUSAND POUNDS STERLING (£10,000).

8. WARRANTIES

8.1 Warranty. Luminance warrants to Customer that during the Term (a) the Product will perform materially in accordance with the applicable Documentation and (b) Support will be performed with reasonable care and skill.

8.2 Exceptions. The warranties contained in Clause 8.1(i) of this Agreement shall not apply if: (a) Customer's use of the Product is not materially in accordance with this Agreement; (b) Customer fails to follow Luminance's environmental or operational instructions or procedures in the Documentation and such failure results in the warranty non-conformity ; or (c) Customer fails to allow Luminance or its agents to implement corrections or modifications to the Product, and such failure results in the warranty non-conformity.

8.3 Remedies. If during the Term, (a) Luminance is promptly notified in writing upon discovery of an error in any Product, including a detailed description of such alleged error, and (b) Luminance confirms the error and that the Product was not subject to the conditions set out in Clause 8.2, then, as Luminance's entire liability and Customer's sole remedy for such breach of warranty, Luminance shall (at Luminance's option and sole expense) correct, repair or replace the Product within a reasonable time, or provide or authorise a refund of any pre-paid, unused Fees, in which case the Agreement will terminate. Customer agrees to provide prompt notice of any breach of Clause 8.1(ii) and Luminance will re-perform those services that failed to meet the warranted standard.

8.4 DISCLAIMER. EXCEPT FOR THE EXPRESS WARRANTIES SET OUT IN THIS AGREEMENT, AND TO THE FULLEST EXTENT PERMITTED BY LAW, NEITHER LUMINANCE NOR ANY OF ITS THIRD-PARTY SUPPLIERS MAKE ANY WARRANTIES, CONDITIONS, UNDERTAKINGS OR REPRESENTATIONS OF ANY KIND, EITHER EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, IN RELATION TO ANY SUBJECT MATTER OF THIS AGREEMENT, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT ARISING FROM COURSE OF PERFORMANCE, DEALING, USAGE OR TRADE. LUMINANCE DOES NOT WARRANT THAT THE OPERATION OF THE PRODUCT WILL BE ERROR-FREE OR UNINTERRUPTED.

8.5 DISCLAIMER. THE SERVICES ARE NOT INTENDED TO BE, AND MUST NOT BE USED BY YOU AS, LEGAL ADVICE OR A SUBSTITUTE FOR OBTAINING INDEPENDENT (OR INTERNAL TO YOUR ORGANISATION) LEGAL ADVICE WHICH IS RELEVANT AND APPROPRIATE TO YOUR SPECIFIC REQUIREMENTS. NO LAWYER-CLIENT RELATIONSHIP WILL BE CREATED BETWEEN US AND YOU AS A RESULT OF THE USE OF THE SERVICES OR ANY REPORTS AND YOU ACKNOWLEDGE AND AGREE THAT IN NO CIRCUMSTANCES WILL LUMINANCE (OR ITS DIRECTORS, OFFICERS, EMPLOYEES OR AGENTS) BE PROVIDING LEGAL OR OTHER QUALIFIED PROFESSIONAL ADVICE. YOU SHOULD CONSULT YOUR OWN LAWYERS OR OTHER PROFESSIONALS FOR LEGAL OR OTHER ADVICE, WHERE APPROPRIATE.

9. INTELLECTUAL PROPERTY INFRINGEMENT INDEMNITY

9.1 Luminance Indemnity. Luminance shall indemnify, Customer, Customer's Affiliates and their respective partners, officers, directors and employees, (and any successors and assigns of the foregoing) (collectively, "Customer Indemnitees") against all liabilities, damages, and costs (including settlement costs and reasonable attorneys' fees) arising out of a third party claim that the Product, or its use by any Customer Indemnitee, infringes a European or U.S. patent, copyright or trademark or misappropriates any third party trade secrets. Luminance's indemnification obligations shall be subject to Customer:

(a) notifying Luminance in writing within twenty (20) days of receiving written notice of any threat or claim;

(b) giving Luminance exclusive control and authority over the defence or settlement of such action (provided that:

(i) any settlement does not entail an admission of fault, liability or guilt by any Customer Indemnitee; and

(ii) the settlement includes, as an unconditional term, the claimant's release of Customer Indemnitees from all liability in respect of the claim);

(c) not entering into any settlement or compromise of any such action without Luminance's prior written consent (not to be unreasonably withheld or delayed); and

(d) providing reasonable assistance requested by Luminance (at Luminance's expense). Customer shall be obliged to mitigate its losses insofar as is reasonable in the circumstances.

9.2 Exclusions. The obligations set out in Clause 9.1 do not apply to the extent that a third party claim is caused by or results from:

(a) Customer's use of the Product with other software, services or products not provided by Luminance, if the claim would have been avoided by the independent use of the Product;

(b) Customer's continued usage after being notified of allegedly infringing activity and being provided modifications that would have avoided the alleged infringement (for which Luminance shall use commercially reasonable efforts to substantially preserve the utility and functionality of the Product that is the subject of the claim);

(c) Customer's use of the Product in a manner not in accordance with this Agreement or the Documentation if the third party claim would have thereby otherwise been avoided; or

(d) use of a Product other than Luminance's most current release of the Product provided to Customer if the third party claim would have been avoided by use of the most current release.

9.3 Remedies. If Luminance reasonably believes the Product infringes a third party's Intellectual Property Rights, then Luminance may (in its sole discretion), at no additional cost to Customer:

(a) procure for Customer the right to continue to use the Product;

(b) replace the Product; or

(c) modify the Product to avoid the alleged infringement. If none of the foregoing options are commercially reasonable, Luminance may terminate the licence for the allegedly infringing Product and refund all of Customer's unused, pre-paid Fees from the date a third party claim arose for the allegedly infringing Product to the then-current date, whereupon this Agreement shall automatically terminate.

9.4 THIS CLAUSE 9 IS A COMPLETE STATEMENT OF CUSTOMER'S REMEDIES FOR THIRD PARTY CLAIMS FOR INFRINGEMENT.

10. CUSTOMER DATA; INDEMNITY

10.1 Customer Data.

10.1.1 For any Customer Data uploaded to the Product, Customer grants to Luminance a limited, non-exclusive, non-transferable licence to access and use Customer Data to the extent necessary to provide Support, Product improvements, learnings, and Outputs. Additionally, Customer shall ensure that (subject to Luminance's compliance with the confidentiality, data protection and other requirements in this Agreement), it is permitted to do so in accordance with applicable laws and regulations including, without limitation, applicable Data Protection Laws.

10.1.2 Any clauses or data created as a result of Customer's training of the Product to recognize new clauses and new document types (but excluding the Standard Clauses) within Customer's private instance of the Product ("Private Learning") shall vest with Customer and be considered Customer Confidential Information.

10.1.3 Luminance may retain and utilise on a perpetual basis the results of any usage or learnings of the Product to develop the Product, provided that Luminance ensures no Customer Confidential Information or Personal Data is contained therein and Customer is not identified as the source.

10.1.4 Customer is solely responsible for its use of the Product and the activities of its users, and for the accuracy, integrity, legality, reliability and appropriateness of all Customer Data. Luminance shall maintain Customer Data in the hosted location specified on the Product Order Form. As Luminance has no control of Customer Data uploaded to Luminance, it shall remain strictly Customer's responsibility to ensure that the uploading of such data complies with international data protection laws and regulations governing the international or cross-border data transfer of information. Accordingly, Customer agrees to indemnify Luminance and its employees, agents, affiliates, officers and directors against any claims arising as a result of Customer's breach thereof.

10.1.5 Customer acknowledges and undertakes that it shall retain primary responsibility for the Customer Data (including with respect to the backup of Customer Data). In support of Customer with respect to the Customer Data, Luminance will make reasonable endeavours to create backups as follows:

10.1.5.1 Each Customer instance hosted in the cloud is automatically backed up to a secondary AWS data centre within the same region using the S3 durability method;

10.1.5.2 Full application and data backups occur every twenty-four (24) hours. Nightly backups of Customer Data are performed, in addition to before every major upgrade of the Luminance system;

10.1.5.3 Backups are kept for a minimum of fourteen (14) days and maximum of twenty-eight (28) days, in line with deletion policies; and

10.1.5.4 Backups are signed for integrity, encrypted for confidentiality, and stored within each customer's isolated installation.

10.1.6 Luminance will, without notice on termination of this Agreement, delete any Customer Data that may remain in its possession or control in accordance with Clause 12.4.2.

10.2 Customer Security Obligations. Subject to Clause 16 (Security), in using the Product (or authorising its Outsource Provider to use the Product on Customer's behalf), Customer shall be responsible for establishing, monitoring and implementing security practices to control the physical access to and use of the Product and all Customer Data therein in accordance with Customer's own security policies and procedures.

10.3 DISCLAIMER; INDEMNITY. CUSTOMER EXPRESSLY RECOGNISES THAT LUMINANCE DOES NOT CREATE OR ENDORSE ANY CUSTOMER DATA PROCESSED BY OR USED IN CONJUNCTION WITH THE PRODUCT OR ANY ASSOCIATED OUTPUTS. CUSTOMER ASSUMES SOLE RESPONSIBILITY FOR RESULTS OBTAINED FROM THE USE OF THE PRODUCT OR SUPPORT, AND FOR CONCLUSIONS DRAWN FROM SUCH USE, AND LUMINANCE DISCLAIMS ALL LIABILITY FOR ANY LOSS OR DAMAGE CAUSED BY ERRORS OR OMISSIONS IN ANY OUTPUTS. Luminance shall comply with Customer's express instructions with respect to the ownership, custody, processing or disposition of Customer Data by Luminance and subject to Luminance's own compliance with its obligations under Clause 14 (Data Protection), Customer shall, indemnify Luminance, its Affiliates and their respective officers, directors and employees, against all liabilities, damages and costs (including settlement costs and reasonable attorneys' fees) incurred by reason of Luminance's strict compliance with such Customer instruction.

11. LIABILITY: CUSTOMER'S ATTENTION IS PARTICULARLY DRAWN TO THIS CLAUSE.

11.1 LIMITATION OF LIABILITY

11.1.1 SUBJECT TO CLAUSE 11.1.2, CLAUSE 11.2, CLAUSE 11.3 AND CLAUSE 11.4 AND CUSTOMER'S PAYMENT OBLIGATIONS UNDER CLAUSE 5 ("*FEES, PAYMENT AND TAXES*"), EACH PARTY'S MAXIMUM LIABILITY TO THE OTHER PARTY FOR ANY AND ALL LOSS AND/OR DAMAGE (IN CONTRACT, TORT (INCLUDING NEGLIGENCE), BREACH OF STATUTORY DUTY, OR OTHERWISE) FOR ANY REASON ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT SHALL NOT EXCEED, IN THE AGGREGATE, THE TOTAL AMOUNT OF ALL FEES PAID OR PAYABLE TO LUMINANCE IN THE TWELVE (12) MONTHS PRECEDING THE CLAIM (LESS ANY AMOUNTS PREVIOUSLY CLAIMED WITH RESPECT TO THIS CLAUSE 11.1.1).

11.1.2 SUBJECT TO CLAUSE 11.2, CLAUSE 11.3 AND CLAUSE 11.4 AND CUSTOMER'S PAYMENT OBLIGATIONS UNDER CLAUSE 5 ("*FEES, PAYMENT AND TAXES*"), EACH PARTY'S MAXIMUM LIABILITY TO THE OTHER PARTY FOR ANY AND ALL LOSS AND/OR DAMAGE (IN CONTRACT, TORT (INCLUDING NEGLIGENCE), BREACH OF STATUTORY DUTY, OR OTHERWISE) FOR ANY REASON ARISING OUT OF OR IN CONNECTION WITH RESPECT OF A BREACH BY EITHER PARTY OF ITS OBLIGATIONS UNDER (A) CLAUSE 10.1.3, (B) CLAUSE 10.3 ("*DATA DISCLAIMER; INDEMNITY*") OR (C) CLAUSE 14 ("*DATA PROTECTION*"), SHALL NOT EXCEED IN THE AGGREGATE THREE (3) TIMES THE TOTAL FEES PAID OR PAYABLE IN THE TWELVE (12) MONTHS PRECEDING THE CLAIM (LESS ANY AMOUNTS PREVIOUSLY CLAIMED WITH RESPECT TO THIS CLAUSE 11.1.2).

11.2 EXCLUSION OF DAMAGES. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW AND SUBJECT TO CLAUSE 11.3 BELOW, NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY LOSS OR DAMAGE IN TORT (INCLUDING NEGLIGENCE), BREACH OF CONTRACT, BREACH OF STATUTORY DUTY OR OTHERWISE DUE TO, UNDER AND/OR ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, ARISING WITHIN ANY OF THE FOLLOWING CATEGORIES:

(A) LOSS OF PROFITS;

(B) LOSS OF REVENUE;

(C) LOSS OF GOODWILL OR REPUTATION;

(D) LOSS OF OR CORRUPTION OR DAMAGE TO DATA;

(E) LOSS OF MANAGEMENT TIME; AND/OR

(F) ANY INCONSEQUENTIAL OR INDIRECT LOSS.

11.3 EXCLUSIONS FROM LIMITATION OF LIABILITY. NOTHING WILL EXCLUDE OR LIMIT EITHER PARTY'S LIABILITY FOR (A) DEATH OR PERSONAL INJURY DUE TO NEGLIGENCE; (B) FRAUD; (C) BREACH OF CLAUSE 13 ("CONFIDENTIALITY"); (D) BREACH OF CLAUSE 6 ("INTELLECTUAL PROPERTY; OWNERSHIP"); OR (E) FOR ANY OTHER MATTER IN RESPECT OF WHICH LIABILITY CANNOT LAWFULLY BE LIMITED OR EXCLUDED.

11.4 UNLESS CUSTOMER NOTIFIES LUMINANCE OF ITS INTENTION TO MAKE A CLAIM UNDER THIS AGREEMENT IN RESPECT OF AN EVENT WITHIN THE NOTICE PERIOD, LUMINANCE SHALL HAVE NO LIABILITY FOR THAT EVENT. THE NOTICE PERIOD FOR AN EVENT SHALL START ON THE DAY ON WHICH CUSTOMER BECAME, OR OUGHT REASONABLY TO HAVE BECOME, AWARE OF THE EVENT HAVING OCCURRED AND SHALL EXPIRE NINE (9) MONTHS FROM THAT DATE. THE NOTICE MUST BE IN WRITING IN ACCORDANCE WITH CLAUSE 17.4 AND MUST IDENTIY THE EVENT AND THE GROUND FOR THE CLAIM IN REASONABLE DETAILS.

12. TERM; TERMINATION

12.1 Term. This Agreement is effective from and shall remain in force:

(a) from the Commencement Date of the Product Order Form until terminated in accordance with Clause 12 of this Agreement; or

(b) where the Product Order Form specifies a fixed minimum term, the duration specified therein;

(as applicable, the "Term").

12.2 Termination for Breach.

12.2.1 Either Party may terminate this Agreement if:

(a) the other Party is in material breach of the Agreement and fails to cure such breach within thirty (30) days of receipt of written notice; or

(b) the other Party ceases its business operations or becomes subject to insolvency proceedings and the proceedings are not dismissed within thirty (30) days.

12.2.2 Luminance may terminate this Agreement if Customer fails to pay its undisputed invoices when due.

12.3 Termination or Suspension by Luminance.

12.3.1 In addition to Clause 12.2, Luminance may suspend Customer's access to the Product and/or terminate this Agreement in the following circumstances:

(a) unless the Product Order Form specifies a fixed minimum term, upon thirty (30) days' written notice following a period of one (1) year's inactivity (defined as no log-ins by Customer during that period);

(b) if a court or other government authority having jurisdiction issues an order prohibiting Luminance from furnishing the Product to Customer. Luminance shall promptly inform Customer of the reasons for the suspension and shall work with Customer to resolve such issues and access as appropriate. Customer's obligation to pay Fees during any period of suspension under this Clause 12.3.1(b) shall also be suspended and any unused prepaid Fees shall be refunded in the event of termination;

(c) for material breach upon provision of written notice of Customer using the Product: (i) in breach of Clauses 3.1 to 3.4 inclusive; or (ii) in a manner that is otherwise unlawful, and in either case Customer does not cure the condition identified in such notice within fifteen (15) days.

12.4 Effect of Termination.

12.4.1 Upon termination in accordance with the above:

(a) the Term and all other rights and licences granted by one Party to the other, or any services provided by Luminance to Customer, will cease immediately;

(b) pursuant to Clause 12.4.2, each Party will destroy or return all Confidential Information of the other Party pursuant to Clause 13 below; and

(c) all undisputed Fees committed or owed by Customer to Luminance as at the effective date of termination will become immediately due and payable.

12.4.2 Luminance shall maintain Customer Data and Customer access to the Product during the Retention Period. Customer may, during the Retention Period, download and delete any Customer Data or Outputs from the Product. Thereafter, following expiry of the Retention Period, Luminance will delete or destroy all copies of Customer Data (including Outputs) without liability or additional notice, unless legally prohibited from doing so. Customer Data (including Outputs) cannot be recovered once deleted or destroyed.

12.4.3 Customer may request expedited deletion of Customer Data (including Outputs) before the expiry of the Retention Period by providing notice in accordance with Clause 17.4. If Luminance is provided with an expedited deletion request from Customer, Luminance shall use reasonable endeavours to expedite deletion of Customer Data from the Product.

12.5 Discontinuation of the Products. Luminance may discontinue a Product or material functionality of a Product from time to time, provided that prior to any discontinuation Luminance will provide at least twelve (12) months' advance notice of such to Customer, except that this notice will not be required if the twelve (12) month notice period (a) would pose a security or intellectual property risk to the Product, (b) be materially technically burdensome, or (c) would cause Luminance to violate applicable law.

12.6 Survival. The following provisions shall survive any termination of this Agreement: Clause 3.1 ("*Licence Grant*"); Clause 3.2 ("*Licence Restrictions*"); Clause 5 ("*Fees, Payments and Taxes*"); Clause 6 ("*Intellectual Property; Ownership*"); Clause 7 ("*Evaluations and Beta Testing*"); Clause 8.4 ("*Disclaimer*"); Clause 9 ("*Intellectual Property Infringement Indemnity*"); Clause 10.3 ("*Data Disclaimer; Indemnity*"); Clause 11 ("*Limitation of Liability*"); Clause 12.4 ("*Effect of Termination*"); Clause 13 ("*Confidentiality*"); Clause 14 ("*Data Protection*"); Clause 15 ("*Compliance with Regulators*"); and Clause 17 ("*General Provisions*").

13. CONFIDENTIALITY

13.1 Each Party will treat the other Party's Confidential Information as confidential (and for the avoidance of doubt all Customer Data shall be deemed Confidential Information). Confidential Information of one Party (the "Disclosing Party") may only be used by the other Party (the "Receiving Party") for the purpose of fulfilling obligations or exercising rights under this Agreement, and shared with employees, agents or contractors with a need to know such information to support that purpose ("Representatives"), provided that such Representatives are (a) informed of the confidential nature of the Confidential information and (b) bound by written confidentiality obligations with the Receiving Party which are no less onerous than those in this Clause 13, in advance of any such disclosure. Notwithstanding the foregoing, the Receiving Party shall remain liable for the acts or omissions of its Representatives.

13.2 Confidential information will be protected by the Receiving Party using all reasonable skill and care to prevent unauthorised use or disclosure for five (5) years from the date of receipt or (if longer) for such period as the information remains confidential. These obligations do not cover information that:

(a) was known or becomes known to the Receiving Party on a non-confidential basis from a third party, provided that:

> (i) the Receiving Party has no knowledge that the third party is subject to a confidentiality agreement with the Disclosing Party in respect of the information and
>
> (ii) such information is not of a type or character that a reasonable person would have regarded it as confidential;

(b) is independently developed by the Receiving Party without violating the Disclosing Party's rights;

(c) is or becomes publicly known (other than through disclosure by or through the Receiving Party or one if its Representatives in breach of this Agreement);

(d) was lawfully in the possession of the Receiving Party before the information was disclosed by the Disclosing Party.

13.3 A party may disclose Confidential Information where disclosure is required by law or a governmental agency provided that, to the extent lawful so to do, the Receiving Party shall notify the Disclosing Party of the request giving it reasonable opportunity to respond, and cooperate with the Disclosing Party's reasonable, lawful efforts to resist, limit or delay disclosure at the Disclosing Party's expense, and provided that except for

making such required disclosure, such information shall otherwise continue to be Confidential Information. On termination of the Agreement, each Party will promptly return or destroy all Confidential Information of the other Party before expiry of the Retention Period. Notwithstanding the foregoing, either Luminance or Customer may disclose such information of the other Party in response to a subpoena, judicial, administrative or arbitral order, provided that the party responding to such an order has given prompt notice to and has cooperated with the other in seeking protection against such disclosure at the other Party's expense.

13.4 It is understood and agreed that money damages may not be a sufficient remedy for any breach of this Clause 13 and that either Party shall be entitled to seek specific performance and injunctive or other equitable relief as remedies for any such breach. Neither Luminance nor Customer will oppose the granting of such relief and each hereby agrees to waive any requirements for the security or posting of any bond in connection with any such remedy. Such remedies shall not be deemed exclusive for breach of this Clause.

13.5 Neither Party will make any public statement or issue any public communication regarding any incident described in this Clause 13, without the other Party's prior written consent (not to be unreasonably withheld or delayed), except as strictly required by law or regulation.

14. DATA PROTECTION

14.1 The Parties acknowledge that the Product may be used to process Personal Data regulated by the Data Privacy Laws and the Parties shall comply with the data processing requirements as set out in Appendix 1.

15 COMPLIANCE WITH REGULATORS

15.1 To the extent that Customer is a professional services organisation subject to mandatory regulatory requirements imposed by Customer's industry governing body, and such bodies (being of competent jurisdiction) impose obligations on Customer to ensure compliance by third-party service providers such as Luminance, Luminance will meet mandatory regulatory requirements specifically imposed by such regulatory bodies, provided such requirements are notified to Luminance in advance of execution of the Product Order Form and does not contradict national and international laws to which Luminance is subject.

15.2 Luminance agrees that, to the extent required by a regulatory authority of competent jurisdiction, it shall:

15.2.1 on reasonable request, allow the relevant regulatory authority to conduct audits on Customer's Luminance Product and to obtain data, in usable form, from Luminance;

15.2.2 to the extent legally required, permit the relevant regulatory authority to access and inspect Luminance's premises;

15.2.3 at Customer's expense, facilitate transition to an alternative service provider or brought in-house. Any such reviews or access shall be limited to matters wholly and exclusively relating to use of Product and any Support. Luminance shall use its reasonable endeavours to provide assistance reasonably requested in relation to any such matters.

15.3 This section will survive termination of this Agreement or any dispute between Luminance and Customer.

16. SECURITY

16.1 Luminance has been certified as operating an Information Security Management System which complies with the requirements of in ISO 27001 (ISO/IEC 27001:2013), and Luminance will continue to maintain certification of its policies and procedures related thereto. At all times Luminance shall maintain a security standard that is at least as stringent at the ISO/IEC 27001:2013 requirements.

17. GENERAL PROVISIONS

17.1 Entire Agreement. This Agreement, the appendices, and any documents referenced herein are incorporated into and shall govern the Product Order Form to the exclusion of all other terms which relate to the same subject matter including, but without limitation, any terms appearing on a purchase order, invoice or other Customer paperwork. Luminance will not accept any terms not agreed in writing (whether by way of conduct or otherwise). This Agreement represents the entire agreement between the Parties on the subject matter hereof and supersedes all prior discussions, agreements and understandings of every kind and nature. No modification of this Agreement shall be effective unless in writing and signed by both Parties or accepted by Customer via 'click through'. Each Party acknowledges and agrees it has not been induced to enter into the Agreement in reliance upon, and does not have any remedy in respect of, any representation or other promise of any nature whatsoever other than as expressly set out in this Agreement. Each Party acknowledges it has had the opportunity to review this Agreement with legal counsel of its choice, and there will be no presumption that ambiguities will be construed or interpreted against the drafter.

17.2 Severability. The illegality or unenforceability of any provision of this Agreement shall not affect the validity and enforceability of any legal and enforceable provisions hereof.

17.3 Force Majeure. Neither Party shall be liable for any failure or delay in performing services or any other obligation under this Agreement, nor for damages suffered by reason of such failure or delay, which is, indirectly or directly, caused by an event beyond such Party's reasonable control, riots, natural catastrophes, terrorist acts, governmental intervention, refusal of licences by the government or other government agencies, or other acts of god (each, a "Force Majeure Event"), and such non-performance, hindrance or delay could not have been avoided by the non-performing Party through commercially reasonable precautions, and cannot be overcome by the non-performing Party through commercially reasonable substitute services, alternate sources, workarounds or other means. During the continuation of a Force Majeure Event, the non-performing Party will use commercially reasonable efforts to overcome the Force Majeure Event, and to the extent it is able continue to perform its obligations under the Agreement.

17.4 Notices. Any notice shall be delivered: by email to (1) for the customer, the email address identified in the Order Form, or (2) for Luminance, to legal@luminance.com and finance@luminance.com (or such email addresses updated in writing by the parties), by hand or sent by recorded delivery, registered post or registered airmail and satisfactory proof of such delivery must be retained by the sender. All notices shall only become effective on actual receipt, save for notices sent by email which shall become effective at the time of transmission, or, if this time falls outside normal business hours in the place of receipt, when normal business hours resume. Any notices required to be given in writing to Luminance or any questions concerning this Agreement should be addressed to the General Counsel, Luminance Technologies Ltd, Nine Hills Road, Cambridge, CB2 1GE, United Kingdom.

17.5 Rights of Third Parties. The provisions of this Agreement concerning restrictions on usage of the Product and protection of Intellectual Property Rights are for the benefit of and may be enforced by each of Luminance, the Luminance Indemnitees and its Affiliates. Except for the foregoing, or as otherwise expressly set out in the Agreement, this Agreement does not create any rights for any person who is not a party to it and no other person may enforce any of its terms or rely on any exclusion or limitation contained herein.

17.6 Headings. All headings used herein are for convenience of reference only and shall not in any way affect the interpretation of this Agreement.

17.7 Independent Contractors. The parties are independent contractors. Nothing in this Agreement shall be construed to create a partnership, joint venture, or agency relationship between the parties.

17.8 Assignment. This Agreement may not be assigned by either Party without the written consent of the other Party, which shall not be unreasonably withheld, conditioned or delayed. Notwithstanding the foregoing, consent shall not be required for a transfer to an Affiliate of a Party or if a Party undertakes an initial public offering, a sale of all or substantially all of its shares or assigns all or substantially all of its business

and assets to another entity that is not a direct competitor of the non-assigning party. Any attempt to assign this Agreement in violation of the foregoing shall be null and void. This Agreement binds the Parties, their respective Affiliates, successors and permitted assigns.

17.9 Governing Law. Any dispute or claim relating in any way to this Agreement shall be governed and construed in accordance with the laws of England and Wales and the parties consent to the exclusive jurisdiction of the courts of England and Wales; save that for customers located in the European Union, any dispute or claim relating in any way to this Agreement shall be finally resolved by arbitration to be held in London and conducted in English under the Rules of Arbitration of the International Chamber of Commerce (the "ICC") by three arbitrators in accordance with Art 12 of said Rules. The award shall be final and binding on the Parties. Except to the extent entry of judgment and any subsequent enforcement may require disclosure, all matters relating to the arbitration, including the award, shall be held in confidence. Notwithstanding anything to the contrary in this Clause 17.9: (a) each Party may enforce its or its Affiliates' Intellectual Property Rights in any court of competent jurisdiction, including but not limited to equitable relief; and (b) Luminance or its Affiliate may, bring suit for payment in the country where the Customer that placed the Product Order Form is located. Customer and Luminance agree that the United Nations Convention on Contracts for the International Sale of Goods will not apply.

17.10 ITAR. Customer understands that Luminance employees and/or its Suppliers may have access to Customer Confidential Information to perform Support. Customer represents that no Customer Confidential Information requires protection from access by foreign persons because it contains technical information regarding defence articles or defence services within the meaning of the United States International Traffic in Arms Regulations (22 CFR 120) or technical data within the meaning of the United States Export Administration Regulations (15 CFR 730-774). If Luminance is provided any such information, Customer will either lock access to any such data and/or identify any folders containing such data as export-controlled information and acknowledge that special service rates may apply thereto.

17.11 Government End-User Notice. (Applicable to United States government customers only.) The Product are commercial within the meaning of the applicable civilian and military Federal acquisition regulations and any supplements thereto. If the user of the Product is an agency, department, employee, or other entity of the United States Government, the use, duplication, reproduction, release, modification, disclosure, or transfer of the Product, including technical data or manuals, is governed by the terms, conditions and covenants contained in the Luminance standard commercial licence agreement, as contained herein.

17.12 Waiver. Each Party agrees that the failure of the other Party at any time to require performance of any of the provisions herein shall not operate as a waiver of the rights of such Party to request strict performance of the same or like provisions, or any other provisions hereof, at a later time.

17.13 Amendment. Luminance may amend the terms of this Agreement from time to time provided that: (a) Luminance provides prior written notice of such proposed amendment to Customer (via email to Customer's contact) and (b) the proposed amendment does not materially adversely affect Customer's rights and/or obligations hereunder. In such circumstances, any undisputed revised terms of this Agreement will take effect thirty (30) days from the date of notice to Customer, unless specified later (but not earlier). Customer's continued use of the Product shall be deemed to constitute its acceptance of any such revised terms.

17.14 Order of Precedence. Any ambiguity, conflict or inconsistency between the documents comprising this Agreement shall be resolved to the following order of precedence: (1) the Product Order Form; (2) this Agreement and its appendices; (3) the Support Data Sheet; and (4) any other documents incorporated by reference.

18. DEFINITIONS

18.1. Terms defined shall have the meanings given below. Defined terms may be used in the singular or plural depending on the context.

“Affiliate” means any corporation or other business entity that directly or indirectly controls, is controlled by or is under common control of a Party. Control means direct or indirect ownership of or other beneficial interest in fifty percent (50%) or more of the voting stock, other vesting interest, or income of a corporation or other business entity;

“Ask Lumi” means the additional interactive Product interface (which the Customer may opt-in to using by selecting it within the Product) created by Luminance;

“AWS” means Amazon Web Services as provided by Amazon AWS and its sub-processors (as detailed at https://aws.amazon.com/compliance/sub-processors and as may be updated from time to time);

“Commencement Date” means the commencement date specified on the Product Order Form;

“Confidential Information” means any information, however conveyed or presented, that relates to the business, affairs, operations, customers, suppliers, processes, budgets, pricing policies, product information, strategies, developments, trade secrets, Intellectual Property or know-how of a Party, and any other information clearly designated by a Party as being confidential to it (whether or not it is marked "confidential"), and information which ought reasonably be considered to be confidential, but in all circumstances excludes any Personal Data;

“Customer Data” means any documents, data or Customer Confidential Information that Customer uploads to the Product under this Agreement (which, for the avoidance of doubt, may include information about underlying legal documents, metadata related to those documents, and the results of analysis thereof);

“Data Protection Laws” means all applicable data protection and privacy legislation in force from time to time, including (without limitation): (a) the General Data Protection Regulation (Regulation (EU) 2016/679) (“EU GDPR”); (b) EU GDPR, as incorporated by the European Union (Withdrawal) Act 2018 and the Data Protection Act 2018 (DPA) and as amended and updated by applicable United Kingdom secondary legislation (“UK GDPR”); (c) the California Consumer Privacy Act 2018 (“CCPA”); (d) the Privacy and Electronic Communications Regulations 2003 (PECR); and (e) laws relating to personal data and privacy or of similar purpose or effect in any relevant jurisdiction; in each case as amended, updated, re-enacted or replaced from time to time. The terms "Data Controller", "Data Processor", "Data Subject", "Personal Data", “Personal Data Breach” and "processing" shall have the meanings ascribed to them in the GDPR or the UK GDPR, as applicable;

“Documentation” means user manuals for the Product consisting of the applicable installation guides and online help files provided by Luminance or available on Luminance’s online portal;

"EEA" means the European Economic Area;

“Fees” means all applicable fees as set out in the Product Order Form;

“GPL/LGPL” means the GNU General Public Licence, GNU Lesser General Public Licence;

“Intellectual Property” means patents, trademarks, service marks, rights (registered or unregistered) in any designs, applications for any of the foregoing, trade or business names, copyright (including rights in computer software) and topography rights, know-how and other proprietary knowledge and information, internet domain names, rights protecting goodwill and reputation, database rights (including rights of extraction) and all rights and forms of protection of a similar nature to any of the foregoing or having equivalent effect anywhere in the world and all rights under licences and consents in respect of any of the rights and forms of protection mentioned in this definition (and “Intellectual Property Rights” shall be construed accordingly);

"Open Source Software" means Third Party Software that Luminance utilises in the Software pursuant to a licence that requires, as a condition of use, modification and/or distribution of such software, that the software or other software combined and/or distributed with it be (i) disclosed or distributed in source code form; (ii) licensed for the purpose of making derivative works; (iii) redistributable at no charge; or (iv) redistributable but subject to other limitations;

"Outputs" means any reports, outputs and/or documentation (in each case, in human-readable form) generated by the Product based on the Customer Data uploaded to the Product by Customer;

"Product Order Form" has the meaning set out in the introductory paragraphs;

"Product" means one or all of Luminance's three proprietary software applications (Corporate, Diligence and/or Discovery) hosted on AWS for reviewing and analysing Customer Data as identified in the Product Order Form, together with any fixes, updates, or enhancements thereto, but not including any additional modules, products or services that Luminance may make commercially available from time to time;

"Retention Period" means the longer of (a) a thirty (30) day period commencing with the end of the Term, or (b) from when the Customer has served notice of termination in accordance with the notice provisions set out in Clause 17.4;

"Software" means the Luminance or its licensor's proprietary software utilised by Customer through its usage of the Product, together with all enhancements, error corrections, and/or updates which are generally made available by Luminance as part of the Product. Open Source Software does not form part of the Software and is utilised by Customer and Affiliates directly on the terms of the applicable licences, provided that the Open Source Software will nevertheless be deemed to form part of the Software for the purposes of the Support, such that Luminance supports it as if it were part of the Software;

"Standard Clauses" the standard set of clauses and learning provided with the Product;

"SCCs" means the standard contractual clauses for the Personal Data transfers from an European Union or United Kingdom controller to a processor established in third countries which do not ensure an adequate level of data protection as set out in (i) where the EU GDPR applies, the Annex to Commission Implementing Decision 2021/914 on Standard Contractual Clauses for the transfer of Personal Data to third countries pursuant to Regulation (EU) 2016/679, pursuant to the European Commission Decision of 4 June 2021, as may be updated by the European Commission from time to time; or where the UK GDPR applies, the Standard Data Protection Clauses as issued by the Information Commissioner under s119A(1) DPA, in the form of an (i) International Data Transfer Agreement; or (ii) International Data Transfer Addendum to the EU Commission Standard Contractual Clauses;

"Support" means the support services as described in the Support Datasheet;

"Third Party Licensors" means the suppliers of the Third Party Software to Luminance;

"Third Party Software" means: (a) any software or other technology that is licensed to Luminance from Third Party Licensors which is not proprietary to Luminance, but which Luminance has the necessary rights to license to Customer; and (b) Open Source Software;

18.2 Construction. In this Agreement (except where the context otherwise requires);

18.2.1 any reference to a clause or schedule is to the relevant clause or schedule of or to this Agreement and any reference to a paragraph is to the relevant paragraph of the clause or schedule in which it appears;

18.2.2 the index and clause headings are included for convenience only and shall not affect the interpretation of this Agreement;

18.2.3 use of the singular shall include the plural and vice versa;

18.2.4 use of any gender shall include the other gender;

18.2.5 any reference to persons includes natural persons, firms, partnerships, companies, corporations, associations, organisations, governments, foundations and trust (in each case whether or not having separate legal personality);

18.2.6 any phrase introduced by the terms “including”, “include”, “in particular” or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms;

18.2.7 any reference to any other document is a reference to that other document as amended, varied, supplemented, or novated (in each case, other than in breach of the provisions of this Agreement) at any time.

Appendix 1: Data Processing Addendum

1. **Definitions.** For the purposes of this Data Processing Addendum ("DPA"), the terms used herein shall have the meanings set forth in the Agreement. Any terms not specifically defined by this DPA or the Agreement shall have the meanings given by EU GDPR or UK GDPR, as applicable.
2. **Nature, Purpose and Scope of Processing**
   2.1. This DPA applies to the processing of Customer Personal Data under the Agreement.
   2.2. The Parties agree that Customer is the Data Controller and Luminance is the Data Processor. The Parties each agree that they shall comply with the Data Protection Laws (as such laws apply to a Data Controller and Data Processor, respectively) in exercising their rights and performing their obligations under this Agreement.
   2.3. The Data Controller hereby instructs the Data Processor to take such steps in the processing of Personal Data as are reasonably necessary for the performance of the Data Processor's obligations under the Agreement and agrees that such instructions as provided herein constitute its full and complete instructions as to the means by which Personal Data shall be processed.
   2.4. The duration of the processing under this DPA shall equal the Term of the Agreement.
3. **Types and Categories of Personal Data**
   3.1. The categories of Customer Personal Data may include but are not limited to the Data Controller's clients, employees, contractors, suppliers and professional advisors and any other categories of Personal Data that may be contained in the Customer Data uploaded to the Product.
   3.2. The types of Personal Data may include, but are not limited to names, phone numbers, addresses, and any other types of Personal Data that may be contained in the Customer Data uploaded to the Product.
4. **Data Processor Obligations**
   4.1. The Data Processor shall not use Personal Data save for the purposes of providing the Product and Support as instructed herein unless required to do so by applicable law, in which case the Data Processor shall, to the extent legally permissible, inform the Data Controller of that legal requirement before processing.
   4.2. The Data Processor shall immediately inform the Data Controller if, in the Data Processor's opinion, an instruction from the Data Controller infringes the Data Protection Laws.
5. **Confidentiality and Security**
   5.1. The Data Processor shall take reasonable steps to ensure the reliability of any persons authorised to process any Personal Data, and it shall ensure that all such persons have committed themselves to confidentiality.
   5.2. Taking into account the nature, scope, context and purposes of processing, the Data Processor has implemented and will maintain for the Term the appropriate administrative, physical, technical and organisational measures to protect any Personal Data accessed or processed by it against unauthorised or unlawful processing or accidental loss, destruction, damage or disclosure.
6. **Subprocessing**
   6.1. Save as expressed herein, the Data Processor shall not without the prior written consent of Controller, engage any subprocessors for the processing of Personal Data under this Agreement.
   6.2. The Data Controller hereby gives its prior and general authorisation to the Data Processor to authorise the Data Processor's subprocessors (as set out in Appendix 2) to act for the Data Processor in the provision of the Product, provided that:
      6.2.1. The subprocessors are subject to comply with the obligations imposed on the Data Processor and applicable Data Protection Laws;
      6.2.2. The Data Processor shall inform the Data Controller of any intended changes concerning the addition or replacement of the subprocessors; and
      6.2.3. The Data Processor shall be fully liable for any breach by the subprocessors of any of the data protection obligations hereunder.
7. **Cross-Border Transfers**
   7.1. Save as expressed herein, if Personal Data originates in the United Kingdom or the EEA, the Data Processor will not transfer such Personal Data outside the EEA or the United Kingdom without the prior written consent of Controller and without procuring provision of adequate safeguards (as defined by the Information Commissioner's Office, from time to time) in accordance with the Data Protection Laws.

7.2. Customer Data will be hosted in the AWS Region specified in the Product Order Form. Notwithstanding the foregoing, Controller acknowledges and consents to the processing of Personal Data outside of the EEA or the the United Kingdom, solely and to the extent necessary for the Data Processor's to provide Support and for which purposes the applicable SCCs shall apply.

7.3. Any transfer of Personal Data from the United Kingdom or the EEA to third countries which do not ensure an adequate level of data protection where processors are established shall be in accordance with the SCCs. The SCCs shall come into effect and be incorporated from the date of the first relevant transfer. Any processing of such Personal Data shall be (i) under the SCCs; (ii) reflect the subject matter, purpose and scope of Personal Data processed under this DPA; and (iii) subject to the technical and organisational measures provided for by the Data Processor. Either Party may, at any time with not less than 30 days' notice, revise this Clause 7.3 by replacing it with any applicable form of SCC with the agreement of both Parties by way of amendment to the Product Order Form.

8. **Data Subject Requests and Assistance**

8.1. The Data Processor shall notify Customer within three (3) days if it receives: (a) A request from a Data Subject to have access to that person's Personal Data; or (b) A complaint or request relating to the Customer's obligations under the Data Protection Laws; or (c) Any other communication relating directly or indirectly to the Processing of any Personal Data in connection with this Agreement.

8.2. Taking into account the nature of processing and the information available to the Data Processor, the Data Processor will provide reasonable support to the Data Controller in (i) in complying with any legally mandated request for access to or correction of any Personal Data by a data subject under Chapter III GDPR; (ii) in responding to requests or demands made to the Data Controller by any court or governmental authority responsible for enforcing privacy or data protection laws; and (iii) in its preparation of a Data Protection Impact Assessment.

9. **Personal Data Breach**

9.1. In the event that the Data Processor suffers or becomes aware of a Personal Data Breach it will inform the Data Controller within twenty-four (24) hours of becoming aware of the same and take reasonable steps to mitigate the effects and to minimise any damages resulting from such breach.

9.2. To the extent reasonably possible, the notification to the Data Controller shall include: (i) a description of the nature of the incident, including where possible the categories and approximate number of data subjects concerned and the categories and approximate number of Personal Data records concerned; (ii) the name and contact details of the Data Processor's data protection officer or another contact point where more information can be obtained; (iii) a description of the likely consequences of the incident; and (iv) a description of the measures taken or proposed to be taken by the Data Processor to address the incident including, where appropriate, measures to mitigate its possible adverse effects.

10. **Audit**

10.1. On the Data Controller's written request, and subject to appropriate confidentiality obligations, the Data Processor will make available to the Data Controller: (i) a copy of its current ISO 27001 certification; and (ii) Information reasonably requested by the Data Controller with regards to the Data Processor's processing of Personal Data under this DPA. The Data Controller agrees to exercise any right it may have to conduct an audit or inspection under GDPR (or the EU Model Clauses if they apply) in the first instance by requesting the foregoing information.

10.2. In the event that the foregoing does not confirm the Data Processor's compliance with the obligations laid down herein or an onsite inspection is required by a supervisory authority, then the Data Processor will, subject to appropriate security and confidentiality arrangements, allow for and contribute to such inspection, and the Data Controller shall bear any costs associated with such audit.

11. **Data Return and Destruction.** On termination of the Agreement and in accordance with Clause 12.4.2, the Data Processor shall delete or return to Controller's (in accordance with Controller's written instructions) all Personal Data in its and/or its subprocessors' possession or control.

12. **Order of Precedence.** In a conflict between this Appendix (Data Protection) and Clause 13 of the Agreement (Confidentiality), the provisions that offers greater protection for Personal Data will apply.

Appendix 2: List of Subprocessors

Luminance, in its role as a Processor, currently uses the following subprocessors in the processing of personal data for the purposes of providing the Product:

Subprocessor	Service Provided	Location	Data Processed	Further Details
Luminance, Inc	24/7 Support services	United States	Limited data as needed to provide customer support to Controller.	n/a
AWS	Cloud-hosting	The location is dependent on the geographic hosting location, the list of AWS entities can be found here: https://aws.amazon.com/compliance/sub-processors/	Data which is uploaded to the Product by Controller.	n/a
Microsoft Azure	Luminance runs a dedicated, segregated Microsoft Azure server for some Ask Lumi functionality (additional service)	European Union (default) (United States may be used as choice of server location on request of the Controller)	Limited data as needed to provide answers to the Controller of the data. No data passed to OpenAI.	Only used to provide parts of the service within the Product (Ask Lumi). Controller may 'opt out' of the additional Ask Lumi service by ceasing to use the functionality within the service or by raising a Support ticket to disable.
OpenAI, L.L.C ("OpenAI")	Ask Lumi (additional service)	United States	Limited data as needed to provide answers to the Controller of the data. Data is deconstructed and redacted by Luminance prior to any transfer of transformed data or metadata.	Once the Customer selects/clicks on the Ask Lumi function, data which is uploaded or active on the Product may be processed, and/or redacted and processed (if possible), by OpenAI on Controller's instructions, on behalf of the Processor. The Controller recognises and agrees that by opting in to using Ask Lumi, in certain circumstances redaction may not be possible (for example with respect to the actual words/data entered as a query or requested redraft), and that the processor shall not be responsible or liable for any confidentiality or intellectual property issues which may arise as a direct result (superseding any terms set out in the Agreement). Controller may 'opt out' of the additional Ask Lumi service by ceasing to use the functionality within the service or by raising a Support ticket to disable.