

SOFI

Master Services Terms

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PLEASE REVIEW THESE TERMS CAREFULLY. BY ENTERING INTO AN ORDER FORM, YOU AGREE TO BE BOUND BY THE TERMS OF THIS AGREEMENT.

Background

These Master Services Terms (“MST”) are between the Company identified in the applicable Order Form (“Company,” “you” or “your”) and Mallowstreet Limited (“Mallowstreet”, “we”, “us”, or “our”), and governs the Company’s access to the artificial intelligence (AI) and machine learning analytical software, and related hosting and other services (collectively the “Services”) made available through SOFI (“the Platform”).

1 Definitions and interpretation

1.1 The definitions and rules of interpretation set out in the schedule shall apply to our Agreement.

1.2 In our Agreement:

1.2.1 each Order Form entered into by the Company shall form a separate agreement, incorporating the terms of the Master Services Terms together with any Addendums, and any specific Service terms (our **Agreement**);

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

- (a) the Order Form;
- (b) the Addendums (including the Privacy and Acceptable Use Policy); and
- (c) the Master Services Terms.

1.2.3 subject to the order of priority between documents in clause 1.2.2, later versions of documents shall prevail over earlier ones if there is any conflict or inconsistency between them.

1.3 In providing the Services pursuant to this Agreement, Mallowstreet shall comply with all applicable laws, statutes, regulations and codes in force from time to time including but not limited to such laws and regulations relating to privacy, data protection and use of systems and communications and cyber security.

2 Rights of use

2.1 Upon Order Acceptance and subject to the terms of our Agreement, Mallowstreet grants the Company a non-exclusive, non-transferable, personal right to:

2.1.1 use the Services during Service Hours; and

2.1.2 copy and use the Documentation as strictly necessary for its use by Authorised Users of the Services,

within the relevant Territory during the Service Period for the Permitted Purpose.

2.2 The Company acknowledges that access to the Services may take up to two Business Days from Order Acceptance to initially set up and that use of the Services is at all times subject to the Company's compliance with our Agreement and the requirements identified in our Agreement (including all Minimum System Requirements and quality of Company Content).

2.3 The Company acknowledges that the Services do not include:

2.3.1 any services, systems or equipment required to access the internet;

2.3.2 dedicated data back up or disaster recovery facilities (and the Company should ensure it at all times maintains backups of all Company Content); or

2.3.3 legal, accounting or other professional or regulated services.

3 Authorised Users

3.1 The Company shall ensure that only Authorised Users use the Services and that such use is at all times in accordance with our Agreement. The Company shall ensure that Authorised Users are, the employees or contractors of the Company or the Authorised Affiliates.

3.2 The Company shall:

3.2.1 be liable for the acts and omissions of the Authorised Users and the Authorised Affiliates as if they were its own;

3.2.2 procure that each Authorised User (and each Authorised Affiliate) is aware of, and complies with, the obligations and restrictions imposed on the Company under our Agreement, including all obligations and restrictions relating to Confidential Information.

3.3 The Company shall (and shall ensure all Authorised Affiliates and Authorised Users shall) at all times comply with the Acceptable Use Policy and all other provisions of our Agreement.

3.4 If any password has been provided to an individual who is no longer an Authorised User, the Company shall, without delay, disable any such passwords and notify Mallowstreet immediately.

3.5 Clauses 3.2 to 3.4 (inclusive) shall survive termination or expiry of our Agreement.

4 Indemnity

4.1 Mallowstreet will defend, indemnify and hold harmless you, your Affiliates and each of your directors, officers or employees (the "Company Indemnified Parties") from and against claims, demands, proceedings, regulatory actions, liabilities, losses, causes of action, damages, fines, judgements, and settlements brought by a third party (a "Claim") including reimbursement of all reasonable legal fees and expenses, made or brought against a Company Indemnified Party, to the extent resulting from the Services infringement of a third party Intellectual Property Right, unless caused by the combination, operation of use of the Services with other applications, portions of applications, data, products or services not provided by Mallowstreet where they would not by itself be infringing. If the use of the Services by Company has become, or in Mallowstreet's opinion is likely to become, the subject of any claim of infringement, Mallowstreet may at its option and expense:

- 4.1.1 Procure for the Company the right to continue using and receiving the Services as set forth hereunder;
 - 4.1.2 Replace or modify the Services (with comparable functionality); or
 - 4.1.3 If the options in clauses 4.1.1 and 4.1.2 are not reasonably practicable, terminate this Agreement in exchange for a refund of, any prepaid Fee for the applicable Order Form Term prorated from the date of termination.
- 4.2 The Company shall defend, indemnify and hold harmless Mallowstreet, our Affiliates, directors, officers or employees (the "Mallowstreet Indemnified Parties") from and against any Claim, including reimbursement of all reasonable legal fees and expenses, made or brought against a Mallowstreet Indemnified Party to the extent resulting from:
- 4.2.1 your breach of clauses 3.3 or 9.1, or
 - 4.2.2 the combination, operation or use of the Services with other applications, portions of applications data, products or services resulting in the infringement of a third party Intellectual Property Right, where the Services would not by itself be infringing.
- 4.3 Each party will promptly notify the other in writing of any Claim; provided, however, that failure of the indemnified party to give such prompt written notice will not relieve the indemnifying party of any obligation to indemnify pursuant to this Clause 4, except to the extent the indemnifying party has been prejudiced thereby. The indemnifying party will:
- 4.3.1 control the defence of the Claim; and
 - 4.3.2 obtain the other party's prior written approval of the indemnifying party's settlement or compromise of a Claim. The indemnifying party will (i) not unreasonably withhold or delay its approval of the request for settlement or compromise; and (ii) assist and cooperate in the defence as reasonably requested by the indemnifying party at the indemnifying party's expense.
- 4.4 This clause 4 shall survive the termination of the Agreement.

5 Support

- 5.1 Support Services shall be available for the Services to the Company for the duration of the Service Period, to the extent and in the manner specified in the Order Form.
- 5.2 Mallowstreet shall use reasonable endeavours to notify the Company in advance of scheduled maintenance but the Company acknowledges that it may receive no advance notification for downtime caused by Force Majeure or for other emergency maintenance.

6 Changes to services

- 6.1 The Company acknowledges that Mallowstreet shall be entitled to modify the features and functionality of the Services. Mallowstreet shall use reasonable endeavours to ensure that any such modification does not materially adversely affect the use of the Services by Mallowstreet's customer's generally.

7 Fees

7.1 The Company agrees to pay Mallowstreet the Fees stated in the applicable Order Form. The Fees are exclusive of VAT which shall be payable by the Company at the rate and in the manner prescribed by law.

7.2 Invoices submitted by Mallowstreet are due thirty (30) days from the date of invoice unless otherwise specified in the applicable Order Form.

7.3 Fees payable to Mallowstreet under our Agreement shall be paid into Mallowstreet's bank account by BACS OR CHAPS or other electronic funds transfer unless otherwise notified by Mallowstreet to the Company in writing in accordance with our Agreement.

7.4 Mallowstreet shall have the right to charge interest on overdue invoices at the rate of two (2) per cent per annum above the base rate of **Barclays Bank PLC** calculated from the date when payment of the invoice becomes due for payment up to and including the date of actual payment whether before or after judgment.

7.5 Mallowstreet reserves the right to update its price list from time to time. Any update of the price list shall be notified to the Company and shall take effect from the commencement of any renewal period.

7.6 To the extent our Agreement terminates or expires (other than due to termination by the Company under clause 19.2) the Company shall not be entitled to any refund or discount of Fees paid for any parts of any month during which the Services cease to be provided.

8 Warranties

8.1 In addition to the warranty provided in Clause 10.1, Mallowstreet warrants that it has the right to enter into this Agreement and to grant to the Company a licence to use the Services as contemplated by this Agreement.

8.2 Subject to the remainder of this clause 8, Mallowstreet warrants that in delivering the Services to the Company it shall:

8.2.1 provide the Services with reasonable care and skill consistent with generally recognised industry standards and practices for similar services, and

8.2.2 comply with applicable laws and regulations.

8.3 The Services may be subject to delays, interruptions, errors or other problems resulting from:

8.3.1 use of the internet or public electronic communications networks used by the parties or third parties. The Company acknowledges that such risks are inherent in cloud services and that Mallowstreet shall have no liability for any such delays, interruptions, errors or other problems; and/or

8.3.2 failure to satisfy the Company's responsibilities regarding Company Content in Clause 9.2.

8.4 The Company acknowledges that the services are provided using artificial intelligence, automated speech recognition software, captioning or a combination thereof, and therefore may contain errors, with the error rate in any particular deliverable dependent on a number of factors such as the overall quality of the audio, background noise, cross-talk and speaker's accent. In addition, inaccuracies may occur during the analysis of transcripts (due to language model limitations such as AI Hallucinations) resulting in incorrect information. The Platform and the Services provided under this Agreement, are provided "As is" and to the maximum extent permitted by law, with the exception of the Warranties provided in Clause 8.2 and 10.1, Mallowstreet hereby expressly disclaims any warranty with respect to the quality, accuracy, currency or completeness of the Platform and Services or any data or results obtained through the Platform, or that use of the Platform and the Services will be error free. You acknowledge and agree that you are solely responsible for verifying the accuracy and completeness of all Work Product provided through the Services before taking any action based upon such Work Product.

8.5 If there is a breach of any warranty in clause 8.2, Mallowstreet shall at its option: use reasonable endeavours to repair or replace the impacted Services within a reasonable time or (whether or not it has first attempted to repair or replace the impacted Service) refund the Fees for the impacted Services which were otherwise payable for the period during which Mallowstreet was in breach of any such warranty (provided such period is no less than 48 hours during Business Days).

8.6 The warranties in clause 8.2 are subject to the limitations set out in clause 16 and shall not apply to the extent that any error in the Services arises as a result of:

8.6.1 incorrect operation or use of the Services by the Company, any Authorised Affiliate or any Authorised User (including any failure to follow the Documentation or failure to meet Minimum System Requirements);

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

8.6.3 use of the Services with other software or services or on equipment with which it is incompatible (unless Mallowstreet recommended or required the use of that other software or service or equipment in the Documentation).

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

8.6.5 any breach of our Agreement by the Company (or by any Authorised Affiliate or Authorised User).

8.7 The Company acknowledges that no liability or obligation is accepted by Mallowstreet that the Services shall be compatible with any other software or service or with any hardware or equipment except to the extent expressly referred to in the Documentation.

9 Company's responsibilities

9.1 The Company shall (and shall ensure all Authorised Affiliates and Authorised Users shall) at all times comply with all applicable laws relating to the use or receipt of the Services, including laws relating to privacy, data protection and use of systems and communications.

9.2 The Company acknowledges and agrees that:

- 9.2.1 The Company is entirely responsible for the accuracy, quality, integrity, legality, reliability, clarity, appropriateness and ownership of video, audio or other materials, information and data uploaded, posted, transmitted by the Company or by Mallowstreet on the Company's behalf ("Company Content");
- 9.2.2 Mallowstreet is not required to pre-screen Company Content, although we may do so at the request of Company; and
- 9.2.3 While Mallowstreet takes commercially reasonable measures to back-up Company Content, the Company is responsible for ensuring the back-up of their Company Content.

9.3 Subject to the terms of this Agreement, you grant Mallowstreet a worldwide, royalty-free, non-exclusive license during the Term to sublicense, copy, reproduce, modify, use, perform, display, distribute and create derivative works of and all Company Content as necessary for Mallowstreet to:

- 9.3.1 Provide the Services to you; and
- 9.3.2 Perform necessary maintenance, calibration, diagnostic and troubleshooting of the Platform, and to monitor performance of the Platform.

9.4 The Company acknowledges and agrees that Mallowstreet may collect, retain, use and disclose information relating to the performance of the Services and statistics and metrics regarding the Services, provided that such information is in an aggregated and anonymised format that does not identify the Company or any individual ("Aggregate Data"). For the avoidance of doubt, Aggregate Data will not be considered Customer Content or Personal Data.

10 Intellectual property

10.1 Mallowstreet warrants and represents that it has obtained and will maintain throughout the term of this Agreement, all necessary licenses, rights and permissions required to use third party intellectual property (including but not limited to software, libraries, tools and other materials) that are incorporated or used in the provision of the Services.

10.2 All Intellectual Property Rights in and to the Services (including in all Applications, Documentation and Materials) belong to and shall remain vested in Mallowstreet or the relevant third party owner. Except as expressly stated in the Order Form, Mallowstreet has no obligation to deliver any copies of any software to the Company in connection with our Agreement or the Services.

10.3 The Company and Authorised Users may be able to store or transmit Company Content using the Services which may interact with Company Systems. The Company hereby grants a royalty-free, non-transferable, non-exclusive licence for Mallowstreet (and each of its direct and indirect sub-contractors) to use, copy and otherwise utilise the Company Content and Company Systems to the extent necessary to perform or provide the Services or to exercise or perform Mallowstreet's rights, remedies and obligations under our Agreement.

10.4 Mallowstreet may use any feedback and suggestions for improvement relating to the Services provided by the Company, the Authorised Affiliates or any Authorised User without charge or limitation (**Feedback**). The Company hereby assigns all Intellectual Property Rights in the Feedback with full title guarantee (including by way of present assignment of future

Intellectual Property Rights) to Mallowstreet at the time such Feedback is first provided to Mallowstreet.

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

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

10.7 This clause 10 shall survive the termination or expiry of our Agreement.

11 Defence against infringement claims

11.1 Subject to clauses 11.2 and 11.5, Mallowstreet shall:

11.1.1 defend at its own expense any claim brought against the Company by any third party alleging that the Company's use of the Services infringes any copyright, database right or registered trade mark, registered design right or registered patent in the United Kingdom (an **IP Claim**); and

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

11.2 The provisions of clause 11.1 shall not apply unless the Company:

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

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

11.2.3 provides all assistance reasonably required by Mallowstreet subject to Mallowstreet paying the Company's reasonable costs; and

11.2.4 gives Mallowstreet sole authority to defend or settle the IP Claim as Mallowstreet considers appropriate.

11.3 The provisions of clause 16 shall apply to any payment of costs and damages awarded or agreed in settlement or final judgment of an IP Claim under clause 11.1.

11.4 In the event of any IP Claim Mallowstreet may elect to terminate the Agreement immediately by written notice and promptly refund to the Company on a pro-rata basis for any unused proportion of Fees paid in advance. This clause 11.4 is without prejudice to the Company's rights and remedies under clauses 11.1.

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

- 11.5.1 any modification of the Services (or any part) without Mallowstreet's express written approval;
- 11.5.2 any Company Content;
- 11.5.3 any Free Services (or any Support Services provided in connection with them);
- 11.5.4 any Open Source Software;
- 11.5.5 any breach of our Agreement by the Company;
- 11.5.6 installation or use of the Services (or any part) otherwise than in accordance with our Agreement and the Documentation; or
- 11.5.7 installation or use of the Services (or any part) in combination with any software, hardware or data that has not been supplied or expressly authorised by Mallowstreet.

11.6 Subject to clause 16.2, the provisions of this clause 11 set out the Company's sole and exclusive remedy (howsoever arising, including in contract, tort, negligence or otherwise) for any IP Claim.

12 Company Systems and Company Content

12.1 Company Content shall at all times remain the property of the Company or its licensors.

12.2 Except to the extent Mallowstreet has direct obligations under data protection laws, the Company acknowledges that Mallowstreet has no control over any Company Content hosted as part of the provision of the Services and may not actively monitor or have access to the content of the Company Content. The Company shall ensure (and is exclusively responsible for) the accuracy, quality, integrity and legality of the Company Content and that its use (including use in connection with the Service) complies with all applicable laws and Intellectual Property Rights.

12.3 If Mallowstreet becomes aware of any allegation that any Company Content may not comply with the Acceptable Use Policy or any other part of our Agreement, Mallowstreet shall have the right to permanently delete or otherwise remove or suspend access to any Company Content which is suspected of being in breach of any of the foregoing from the Services and/or disclose Company Content to law enforcement authorities. Where reasonably practicable and lawful Mallowstreet shall notify the Company before taking such action.

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

12.5 Mallowstreet routinely undertakes regular backups of the Services (which may include Company Content) for its own business continuity purposes. The Company acknowledges that such steps do not in any way make Mallowstreet responsible for ensuring the Company Content

does not become inaccessible, damaged or corrupted. To the maximum extent permitted by applicable law, Mallowstreet shall not be responsible for any loss of availability of, or corruption or damage to, any Company Content unless resulting from our negligence, fraud or wilful default.

13 Confidential Information

13.1 Each party shall maintain the confidentiality of the other party's Confidential Information and shall not without prior written consent, disclose, copy or modify the other party's Confidential Information (or permit others to do so) other than as necessary for the performance of its express rights and obligations under our Agreement. Each party undertakes to:

- 13.1.1 disclose the other party's Confidential Information only to those of its officers, employees, agents and contractors to whom, and to the extent to which, such disclosure is necessary for the purposes contemplated under our Agreement;
- 13.1.2 procure that such persons are made aware of and agree in writing to observe the obligations in this clause 13; and
- 13.1.3 be responsible for the acts and omissions of those third parties referred to in this clause 13 as if they were that party's own acts or omissions.

13.2 Each party shall give notice to the other of any unauthorised use, disclosure, theft or loss of a party's Confidential Information immediately upon becoming aware of the same.

13.3 The provisions of this clause 13 shall not apply to information which:

- 13.3.1 is or comes into the public domain through no fault of a party, its officers, employees, agents or contractors;
- 13.3.2 is lawfully received by a party from a third party free of any obligation of confidence at the time of its disclosure;
- 13.3.3 is independently developed by a party, without access to or use of the other party's Confidential Information; or
- 13.3.4 is required by law, by court or governmental or regulatory order to be disclosed provided that each party, where possible, notifies the other party at the earliest opportunity before making any disclosure.

13.4 This clause 13 shall survive the termination or expiry of our Agreement for a period of three years or for as long as the information is confidential in nature and held by a party.

14 Monitoring compliance

14.1 Mallowstreet may monitor, collect, store and use information on the use and performance of the Services (including Company Content) to detect threats or errors to the Services and/or Mallowstreet's operations and for the purposes of the further development and

improvement of Mallowstreet's services, provided that such activities at all times comply with the Privacy Policy and Data Protection Addendum.

15 Relief

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

16 Limitation of liability

16.1 Notwithstanding anything in this Agreement to the contrary, to the fullest extent permitted by law, in no event will either party be liable to the other party or anyone, whether by breach of contract, breach of warranty, negligence or any other cause of action:

16.1.1 for any consequential, incidental, indirect, special or punitive damages of such other person, including, without limitation, loss of future revenue, income or profits, diminution of value, or loss of business reputation or opportunity relating to the breach or alleged breach hereof, whether or not the possibility of such damages has been disclosed to the other party in advance or could reasonably have been foreseen by such other party; or

16.1.2 for an amount that exceeds the greater of:

- (a) an amount equal to six (6) times the fees payable by you for the Service Period for the services that are the subject of the claim, or
- (b) the total amount paid or payable by you to Mallowstreet for the Services that are the subject of the claim in the twelve (12) months immediately preceding the event(s) that first gave rise to the claim.

16.2 Notwithstanding any other provision of this Agreement, Mallowstreet's liability shall not be limited in any way in respect of the following:

16.2.1 death or personal injury caused by negligence;

16.2.2 fraud or fraudulent misrepresentation; or

16.2.3 any other losses which cannot be excluded or limited by applicable law.

16.3 This clause 16 shall survive the termination or expiry of our Agreement.

17 Suspension

17.1 Mallowstreet may suspend access to the Services (or any part) to all or some of the Authorised Users if:

17.1.1 Mallowstreet suspects that there has been any misuse of the Services or breach of our Agreement;

17.1.2 the Company fails to pay any sums due to Mallowstreet by the due date for payment; or

17.1.3 required by law, by court or governmental or regulatory order.

17.2 Where the reason for the suspension is suspected misuse of the Services or breach of our Agreement, without prejudice to its rights under clause 19, Mallowstreet will take steps to investigate the issue and may restore or continue to suspend access at its discretion.

17.3 Mallowstreet's aggregate liability in respect of each individual Free or Trial Service (and all Support Services provided in connection with the same) (howsoever arising under or in connection with our Agreement) shall not exceed the amount equal to the Fees paid for the Trial Service period.

17.4 In relation to suspensions under clause 17.1.2, access to the Services will be restored promptly after Mallowstreet receives payment in full and cleared funds.

17.5 Fees shall remain payable during any period of suspension notwithstanding that the Company, Authorised Affiliates or some or all of the Authorised Users may not have access to the Services.

18 Renewals

18.1 Unless the Order Form specifies that there shall be no automatic renewals and subject to clause 18.2, on expiry of the Service Period indicated in the Order Form the Service Period shall continue and automatically renew for a further period of twelve months (**first Renewal Date**) and thereafter renew for a further period of twelve months on each anniversary of the first Renewal Date (each of the first Renewal Date and each such anniversary being a **Renewal Date**). This Clause 18.1 shall not apply in respect of Free or Trial Services (which shall not renew unless otherwise expressly stated in the Order Form).

18.2 If either party wishes for the Service Period to expire on the next Renewal Date, it may cause the Service to expire on that Renewal Date by notice provided such notice is served at least 30 days prior to that Renewal Date. If notice is not served within the timeframes set out in this clause 18.2, the Service shall renew at the next Renewal Date in accordance with clause 18.1.

19 Term and termination

19.1 The Agreement is effective on the effective date of the first Order Form ("**Order Form Effective Date**") executed by the Company and Mallowstreet and will remain in effect until terminated in accordance with its terms (the "**Term**"). An Order Form will automatically renew for successive 12-month periods unless (i) otherwise stated in the Order Form; or (ii) either party provides the other with written notification of intent to terminate at least thirty (30) days before the end of the then-current Order Form Term (the initial term of the Order Form and any subsequent renewal terms, the "**Order Form Term**")

19.2 Either party may terminate our Agreement immediately at any time by giving notice in writing to the other party if:

19.2.1 the other party commits a material breach of our Agreement and such breach is not remediable;

19.2.2 the other party commits a material breach of our Agreement which is not remedied within 20 Business Days of receiving written notice of such breach;

19.2.3 the other party has failed to pay any amount due under our Agreement on the due date and such amount remains unpaid within 20 Business Days after the other party has received notification that the payment is overdue;

19.2.4 the other party becomes insolvent or bankrupt; becomes the subject of proceedings under bankruptcy, insolvency, or debtor relief law; has a receiver or manager appointed; makes an assignment for the benefit of creditors; or takes the benefit of an Applicable Law in force for the winding up or liquidation of such party's business.

19.3 Mallowstreet may terminate or suspend the provision of Free or Trial Services (and all related Support Services) at any time by giving 5 Business Days' notice.

19.4 Any breach by the Company of the Acceptable Use Policy or of clauses 3 or 9.1 shall be deemed a material breach of our Agreement which is not remediable.

20 Consequences of termination

20.1 Immediately on termination or expiry of our Agreement (for any reason), the rights granted by Mallowstreet under our Agreement shall terminate and the Company shall (and shall procure that each Authorised User and Authorised Affiliate shall):

20.1.1 stop using the Services; and

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

20.2 Upon termination, any unpaid balance under any Order Form will immediately become due and payable provided, however, that if our Agreement is terminated by the Company for Mallowstreet's uncured material breach under Clause 19.2, Mallowstreet will refund you any prepaid fee for the applicable Order Form Term prorated from the date of termination.

20.3 Termination or expiry of our Agreement shall not affect any accrued rights and liabilities of either party at any time up to the date of termination or expiry and shall not affect any provision of our Agreement that is expressly or by implication intended to continue beyond termination.

21 Entire agreement

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

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

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

22 Notices

22.1 Any notice or other communication given by a party under our Agreement shall be:

22.1.1 in writing and in English;

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

22.1.3 sent to the relevant party at the address set out in clause 22.3.

22.2 Notices may be given, and are deemed received:

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

22.2.2 by *Royal Mail Recorded Signed For* post: at 9.00 am on the second Business Day after posting;

22.2.3 by email: on receipt of a delivery OR read receipt email from the correct address.

22.3 Notices shall be sent to:

22.3.1 in the case of those to Mallowstreet, to Mallowstreet Limited for the attention of the COO at:

First Floor, 4 Throgmorton Avenue, London EC2 2DL

management@mallowstreet.com

22.3.2 in the case of those to the Company, to any email or physical address or contact details notified on the Order Form (as updated from time to time pursuant to clause 22.4).

22.4 Any change to the contact details of a party as set out in clause 22.3 shall be notified to the other party in accordance with clause 22.1 and shall be effective:

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

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

22.5 This clause does not apply to notices given in legal proceedings or arbitration.

23 General

23.1 Nothing in this Agreement shall create, or be deemed to create, a partnership or joint venture between the Parties. Except as expressly provided herein, this Agreement shall not be construed as giving rise to the relationship of principal and agent.

23.2 This Agreement sets out the entire agreement and understanding between the Parties with respect to the subject matter described herein.

23.3 Save as set out in this clause 23.3, this Agreement may only be varied by agreement in writing. Mallowstreet may vary these Terms on 20 business days' written notice to the Company where the variation is reasonably necessary to ensure the operation of the Services and/or Mallowstreet complies with applicable law and regulation.

23.4 This Agreement is personal to the Parties. Except as provided in this clause 23, neither Party may assign or transfer any of its rights or obligations under this Agreement whether in whole or in part without the prior written consent of the other Party.

23.5 If any provision of this Agreement is invalid, the other provisions shall remain in full force and effect.

23.6 A person who is not a Party to this Agreement has no right to enforce the provisions of this Agreement under the Contracts (Rights of Third Parties) Act 1999.

23.7 This Agreement shall be governed by and construed in all respects in accordance with English laws and the Parties submit to the exclusive jurisdiction of the English courts.

THE SCHEDULE
DEFINITIONS AND INTERPRETATION

In our Agreement:

Addendum	means the addendum identifying certain respective rights and obligations of the parties' in respect of personal data and privacy under our Agreement ((the Data Protection Addendum);
Affiliate	means, in respect of any entity, any entity that directly or indirectly controls, is controlled by or is under common control with that entity within the meaning set out in section 1124 of the Corporation Tax Act 2010;
AI Hallucination	means false information produced from ostensibly correct artificial intelligence generated materials;
Applications	means the software or applications used by or on behalf of Mallowstreet to provide the Services;
Authorised Affiliates	means, in respect of the Services, the Affiliates of the Company (if any) identified in the Order Form as Authorised Affiliates in respect of the Services;
Authorised Users	means, in respect of the Services, the named users authorised by the Company to use the Services in accordance with the terms of our Agreement;
Business Day	means a day other than a Saturday, Sunday or bank or public holiday in England;
Company	has the meaning given in the relevant Order Form;
Confidential Information	means all information of a confidential nature (whether in oral, written or electronic form) received from the other party or otherwise obtained by such party in connection with the performance of the Agreement relating to the other Party's business including, without limitation, information relating to the parties technology, know-how, Intellectual Property Rights, assets, finances, strategy, products and Materials.

Company Content

means all data (in any form) that is provided to Mallowstreet or uploaded or hosted on any part of the Services by the Company or by any Authorised User (but excluding Feedback as defined in clause 10.4);

Company Systems

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

Documentation

means the description and the instructions as to how to use the Services made available by Mallowstreet within the Frequently Asked Questions section of the Platform (the **FAQs**);

Fees

means the Fees together with any other amounts payable to Mallowstreet in the Order Form under our Agreement;

Free or Trial Services

means any Service identified as being provided on a trial basis or provided without charge (for the duration of the period during which it is provided on such basis);

Force Majeure

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

Intellectual Property Rights

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

- (a) whether registered or not;

- (b) including any applications to protect or register such rights;
- (c) including all renewals and extensions of such rights or applications;
- (d) whether vested, contingent or future; and
- (e) wherever existing;

Materials

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

Minimum System Requirements

means a computer with internet access and a currently supported version of any standard internet browser (e.g. Chrome, Firefox, Safari, Edge but not Internet Explorer)

Open Source Software

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

Order Acceptance

means the effective date of the relevant Order Form;

Order Form

means the electric or physical form (including its schedules, annexes and appendices (if any)) ordering the Services entered into by or on behalf of the Company and Mallowstreet, incorporating these Master Services Terms and our Agreement (and as varied by the parties by agreement in writing from time to time);

Permitted Downtime

means:

- (a) scheduled maintenance which Mallowstreet shall use reasonable endeavours to undertake weekdays from 12am to 6am, Saturdays from 6am to 12am and Sundays 12am to 11am.
- (b) emergency maintenance; or

- (c) downtime caused in whole or part by Force Majeure.

Permitted Purpose

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

- (a) copying, reproducing, publishing, distributing, redistributing, broadcasting, transmitting, modifying, adapting, editing, abstracting, storing, archiving, displaying publicly or to third parties, selling, licensing, leasing, renting, assigning, transferring, disclosing (in each case whether or not for charge) or in any way commercially exploiting any part of any Service or Documentation;
- (b) permitting any use of the Services or Documentation in any manner by any third party (including permitting use in connection with any timesharing or service bureau, outsourced or similar service to third parties or making any Service or Documentation (or any part) available to any third party or allowing or permitting a third party to do any of the foregoing (other than to the Authorised Affiliates for the Permitted Purpose));
- (c) combining, merging or otherwise permitting the Services (or any part of it or any Application) to become incorporated in any other program or service, or arranging or creating derivative works based on it (in whole or in part); or
- (d) attempting to reverse engineer, observe, study or test the functioning of or decompile the Applications or the Services (or any part),

except as expressly permitted under our Agreement.

Policies	means each of the following: <ul style="list-style-type: none"> (a) Mallowstreet's policy on acceptable use of the Services (the Acceptable Use Policy); and (b) Mallowstreet's privacy policy in relation to the Services (the Privacy Policy);
Pricing Terms	means the details of pricing and fees in respect of each part of the Services, as initially provided under the Order Form and updated from time to time in accordance with clause 7.5 or, in respect of any part of the Services for which prices are not expressly agreed on Mallowstreet's Pricing Terms;
Personal Data	has the meaning given in the Data Protection Addendum;
Relief Event	means: <ul style="list-style-type: none"> (a) any breach of our Agreement by the Company; or (b) any Force Majeure;
Service Hours	means 24 hours a day, seven days a week excluding Permitted Downtime;
Service Period	means (subject to clauses 19 and 20) in respect of the Services, the duration during which such services are to be provided as initially set out in the Order Form and as varied in accordance with our Agreement;
Territory	means, in respect of the Services, the territory identified in the Order Form;
Support Services	means the support services provided by Mallowstreet to the Company as described in the Service Specific Terms;
Work Product	means the analytics, data and reports created through the Services.

In our Agreement, unless otherwise stated:

- 1.1 the table of contents, background section and the clause, paragraph, schedule or other headings in our Agreement are included for convenience only and shall have no effect on interpretation;

Mallowstreet and the Company are together the **parties** and each a **party**, and a reference to a party includes that party's successors and permitted assigns.

MALLOWSTREET DATA PROCESSING ADDENDUM

This Data Processing Addendum (“**DPA**”) forms part of the agreement for the subscription by the Customer to the SOFI Master Services Terms (“**MST**”) between Mallowstreet Limited (“Mallowstreet”) and the person or entity who acquires the Service under the MST (“**Customer**”). This DPA reflects the parties’ agreement with regard to the Processing of Personal Data. All capitalised terms not defined herein will have the meaning set forth in the Master Services Terms.

DATA PROCESSING TERMS

In the course of providing Mallowstreet’s artificial intelligence and machine learning analytical software through SOFI (the “**Service**”) to Customer pursuant to the MST, Mallowstreet may Process Personal Data on behalf of Customer. The parties agree to comply with the following provisions with respect to Personal Data Processed by Mallowstreet as part of the Service for Customer.

1. DEFINITIONS

- 1.1. “**Data Protection Legislation**” means all applicable statutes, laws, secondary legislation, rules, regulations and guidance from a Supervisory Authority (or its UK equivalent) relating to privacy, confidentiality, security, direct marketing or the protection of Personal Data or corporate data (including any national laws implementing any such legislation, including but not limited to the UK GDPR, the UK Data Protection Act 2018, the Privacy and Electronic Communications (EC Directive) Regulations 2003 (SI2003/2426), the Regulation of Investigatory Powers Act 2000, the Investigatory Powers Act 2016, the Telecommunications (Lawful Business Practice) (Interception of Communications) Regulations 2000 (SI 2000/2699) and the EU GDPR.”
- 1.2. “**Data Subject**” means an identified or identifiable natural person; an identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person.
- 1.3. **EU GDPR** means Regulation 2016/679 of the European Parliament and of the Council of the European Union of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC, and any successor laws arising out of the withdrawal of a member state from the European Union.
- 1.4. “**Personal Data**” means any information relating to a Data Subject.
- 1.5. “**Personal Data Breach**” means a breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to, personal data transmitted, stored or otherwise processed.
- 1.6. “**Personnel**” means persons authorized by Mallowstreet to Process Customer’s Personal Data.
- 1.7. “**Process**” or “**Processing**” means any operation or set of operations which is performed upon Personal Data, whether or not by automatic means, such as collection, organization, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination, or otherwise making available, alignment or combination, blocking, erasure or destruction.

- 1.8 "**Mallowstreet Information Security Documentation**" means the information security documentation applicable to the specific Service purchased by Customer, as updated from time to time, and made available by Mallowstreet upon request and subject to adequate confidentiality arrangements.
- 1.9 "**UK GDPR**" means the implementation of the EU GDPR into the laws of England and Wales, Scotland and Northern Ireland as amended from time to time.

1. DATA PROCESSING

- 1.1. **Scope and Roles.** This DPA applies when Personal Data is Processed by Mallowstreet as part of Mallowstreet's provision of the Service. In this context and for the purposes of the Data Protection Legislation, Customer is the data controller and Mallowstreet is the data processor.
- 1.2. **Subject Matter, Duration, Nature and Purpose of Processing.** Mallowstreet processes Customer's Personal Data as part of providing Customer with the Service, pursuant to the specifications and for the duration under the terms of the MST.
- 1.3. **Type of Personal Data and Categories of Data Subjects.** Mallowstreet has no control over the type of Personal Data that Customer and users authorized by Customer upload to the Service. Accordingly, Mallowstreet has no control over the categories of Data Subjects that Customer's Personal Data relates to.
- 1.4. **Instructions for Mallowstreet's Processing of Personal Data.** Mallowstreet will only Process Personal Data on behalf of and in accordance with Customer's instructions. Customer instructs Mallowstreet to Process Personal Data for the following purposes: (i) Processing related to the Service in accordance with the terms of the MST; and (ii) Processing to comply with other reasonable instructions provided by Customer where such instructions are consistent with the terms of the MST. Customer undertakes to provide Mallowstreet with lawful instructions only. Mallowstreet will inform Customer immediately, if in Mallowstreet's opinion an instruction infringes any provision under the Data Protection Legislation and will be under no obligation to follow such instruction, until the matter is resolved in good-faith between the parties. As required under the Data Protection Legislation, Customer will provide all necessary notices to relevant Data Subjects and secure all necessary permissions and consents from them, for the Processing of Personal Data by Mallowstreet pursuant to this DPA.

2. ASSISTANCE

- 2.1. Taking into account the nature of the Processing, Mallowstreet will assist Customer by appropriate technical and organizational measures, insofar as this is possible, for the fulfilment of Customer's obligation to respond to requests for exercising the Data Subjects' rights under the Data Protection Legislation. Mallowstreet will further assist Customer in ensuring compliance with Customer's obligations in connection with the security of Processing, notification of a Personal Data Breach to supervisory authorities and affected Data Subjects, Customer's data protection impact assessments and Customer's prior consultation with supervisory authorities, in relation to Mallowstreet's Processing of Personal Data under this DPA. Customer will reimburse Mallowstreet with reasonable costs and expenses incurred by Mallowstreet in connection with the administrative costs of complying with a subject access request only in circumstances where the request is repetitive, excessive or unfounded.

3. MALLOWSTREET PERSONNEL

- 3.1. **Limitation of Access.** Mallowstreet will ensure that Mallowstreet's access to Personal Data is limited to those Personnel who require such access to perform the MST.
- 3.2. **Confidentiality.** Mallowstreet will impose appropriate contractual obligations upon its Personnel engaged in the Processing of Personal Data, including relevant obligations regarding confidentiality, data protection, and data security. Mallowstreet will ensure that its Personnel engaged in the Processing of Personal Data are informed of the confidential nature of the Personal Data and have received appropriate training in their responsibilities and have executed written confidentiality agreements. Mallowstreet will ensure that such confidentiality agreements survive the termination of the employment or engagement of its Personnel.

4. SUB-PROCESSORS

- 4.1. Mallowstreet may engage third-party service providers to process Personal Data on behalf of Customer ("**Sub-Processors**"). Customer hereby provides Mallowstreet with a general authorization to engage the Sub-Processors listed in Exhibit A to this Agreement.
- 4.2. All Sub-Processors have entered into written agreements with Mallowstreet that bind them by substantially the same material obligations under this DPA.
- 4.3. Where a Sub-Processor fails to fulfil its data protection obligations in connection with the Processing of Personal Data under this DPA, Mallowstreet will remain fully liable to Customer for the performance of that Sub-Processor's obligations.
- 4.4. Mallowstreet may engage with a new Sub-Processor ("**New Sub-Processor**") to Process Customer Personal Data on Customer's behalf. Customer may object to the Processing of Customer's Personal Data by the New Sub-Processor, for reasonable and explained grounds, within five (5) business days following Mallowstreet's written notice to Customer of the intended engagement with the New Sub-Processor. If Customer timely sends Mallowstreet a written objection notice, the parties will make a good-faith effort to resolve Customer's objection. In the absence of a resolution, Mallowstreet will make commercially reasonable efforts to provide Customer with the same level of Service, without using the New Sub-Processor to Process Customer's Personal Data.

5. DATA TRANSFER

If Personal Data processed under this DPA is transferred from the UK or a country within the EEA to a country outside the EEA, the parties shall ensure that the Personal Data is adequately protected. To achieve this, the parties shall, unless agreed otherwise, rely on standard data protection clauses recognised in accordance with Data Protection Legislation or other appropriate safeguards in accordance with Article 46 of the UK GDPR.

6. SECURITY

- 6.1. **Controls.** Mallowstreet will maintain administrative, physical and technical safeguards for the protection of the security, confidentiality and integrity of Customer's Personal Data, pursuant to the Mallowstreet Information Security Documentation. Mallowstreet has been audited by a UKAS accredited auditor and certified to comply with the ISO27001 information security standard. Mallowstreet will not materially decrease the overall security of the Service during the term of providing the Service to the Customer under the MST.

7. PERSONAL DATA BREACH MANAGEMENT AND NOTIFICATION

- 7.1. Mallowstreet will process Personal Data securely by means of appropriate technical and organizational measures and will notify Customer without undue delay, but not later than 48 hours, after becoming aware of a Personal Data Breach related to Customer's Personal Data

which Mallowstreet, or any of Mallowstreet's Sub-Processors, Process. Mallowstreet's notice will at least: (a) describe the nature of the Personal Data Breach including where possible, the categories and approximate number of Data Subjects concerned and the categories and approximate number of Personal Data records concerned; (b) communicate the name and contact details of Mallowstreet's data protection team, which will be available to provide any additional available information about the Personal Data Breach; (c) describe the likely consequences of the Personal Data Breach; (d) describe the measures taken or proposed to be taken by Mallowstreet to address the Personal Data Breach, including, where appropriate, measures to mitigate its possible adverse effects. Where, and in so far as, it is not possible to provide the information at the same time, the information may be provided in phases without undue further delay.

- 7.2. Mallowstreet will work diligently, pursuant to its incident management policies and procedures to promptly identify and remediate the cause of the Personal Data Breach and will inform Customer accordingly.
- 7.3. Mallowstreet's liability for a Personal Data Breach toward Customer and any third party is subject to the following limitations: (a) the Personal Data Breach is a result of a breach of Mallowstreet's information security obligations under this DPA; and (b) the Personal Data Breach is not caused by: (i) acts or omissions of Customer, or any person acting on behalf of or jointly with Customer (collectively "Customer Representatives"); (ii) Customer Representatives' instructions to Mallowstreet; (iii) willful, deliberate or malicious conduct by a third party; or (iv) acts of God or force major, including, without limitation, acts of war, terror, state-supported attacks, acts of state or governmental action prohibiting or impeding Mallowstreet from performing its information security obligations under the Agreement and natural and man-made disasters.

8. AUDIT AND DEMONSTRATION OF COMPLIANCE

- 8.1. Mallowstreet will make available to Customer all information necessary for Customer to demonstrate compliance with the obligations laid down under Article 28 to the Data Protection Legislation in relation to the Processing of Personal Data under this DPA by Mallowstreet and its Sub-Processors.
- 8.2. Mallowstreet will allow for and contribute to audits, including inspections, conducted by Customer or another auditor mandated by Customer, in relation to Mallowstreet's obligations under this DPA. Mallowstreet may satisfy the audit obligation under this section by providing Customer with attestations, certifications and summaries of audit reports conducted by accredited third party auditors. Audits by Customer are subject to the following terms: (i) the audit will be pre-scheduled in writing with Mallowstreet, at least forty-five (45) days in advance and will be performed not more than once a year (except for an audit following a Personal Data Breach); (ii) the auditor will execute a non-disclosure and non-competition undertaking toward Mallowstreet; (iii) the auditor will not have access to non-Customer data (iv) Customer will make sure that the audit will not interfere with or damage Mallowstreet's business activities and information and network systems; (v) Customer will bear all costs and assume responsibility and liability for the audit; and (vi) Customer will receive only the auditor's report, without any Mallowstreet 'raw data' materials, will keep the audit results in strict confidentiality and will use them solely for the specific purposes of the audit under this section; (vii) at the request of Mallowstreet, Customer will provide it with a copy of the auditor's report; and (viii) As soon as the purpose of the audit is completed, Customer will permanently dispose of the audit report.

9. DELETION OF PERSONAL DATA

- 9.1. At the choice of Customer, Mallowstreet will delete or return all Customer's Personal Data to Customer after the end of the provision of Services relating to Processing of Customer's Personal Data, and delete existing copies unless a law of the UK, European Union or an EU member state requires the storage of the Personal Data.

10. ANONYMIZED AND AGGREGATED DATA

- 10.1. Mallowstreet may process data based on extracts of Personal Data on an aggregated and non- identifiable form, for Mallowstreet's legitimate business purposes, including for testing, development, controls, and operations of the Service, and may share and retain such data at Mallowstreet's discretion.

11. DISPUTE RESOLUTION

- 11.1. The parties agree to communicate regularly about any open issues or process problems that require resolution. The parties will attempt in good faith to resolve any dispute related to this DPA as a precondition to commence legal proceedings, first by direct communications between the persons responsible for administering this DPA and next by negotiation between executives with authority to settle the controversy. Either party may give the other party a written notice of any dispute not resolved in the normal course of business. Within two (2) business days after delivery of the notice, the receiving party will submit to the other party a written response. The notice and the response will include a statement of each party's position and a summary of arguments supporting that position and the name and title of the executive who will represent that party. Within five (5) business days after delivery of the disputing party's notice, the executives of both parties will meet at a mutually acceptable time and place, including by phone, and thereafter as often as they reasonably deem necessary, to resolve the dispute. All reasonable requests for information made by one party to the other will be honored. All negotiations pursuant to this clause are confidential and will be treated as compromise and settlement negotiations for purposes of applicable rules of evidence.

12. TERM

This DPA takes effect on the effective date of the MST to which it relates and will continue until the MST expires or is terminated.

13. COMPLIANCE

- 13.1. Mallowstreet is responsible to make sure that all relevant Mallowstreet's Personnel adhere to this DPA.
- 13.2. Mallowstreet's compliance team can be reached at: Compliance@mallowstreet.com

Exhibit A

Name of Sub-Processor	Type of Services	Data Centre
Microsoft Dynamics (CRM)	Hosting Services	UK
Microsoft Azure	Hosting Services	UK
Mongo	Database Services	UK Azure
AI Provider options:		
OpenAI OpCo, LLC	ChatGPT	US
Anthropic	Claude AI services	US
Google	Gemini AI services	UK
Recall.ai	Virtual Meeting recording	Western Europe
AssemblyAI	AI Transcription	Western Europe

SOFI Acceptable Use Policy

1 Introduction

- 1.1 This Acceptable Use Policy (as Updated from time to time) is incorporated into our Agreement pursuant to the Master Services Terms. It governs how the Company, Authorised Affiliates and Authorised Users may access and use the Services.
- 1.2 Defined terms in this Acceptable Use Policy shall have the meaning given in the Master Services Terms as applied by our Agreement and the same rules of interpretation apply. In addition, in this Acceptable Use Policy the following definitions have the meanings given below:

Master Services Terms means the latest version of the document as Updated from time to time; and

Virus means any virus, disabling code (including code intended to limit or prevent any use of any software or system) or other malicious software (including malware, trojan horses, ransomware and spyware).

- 1.3 The Company, Authorised Affiliates and Authorised Users are only permitted to use and access the Services for the Permitted Purpose as defined in our Agreement and in accordance with its terms. Use of the Services (or any part) in any other way, including in contravention of any restriction on use set out in this Acceptable Use Policy, is not permitted. If any person does not agree with the terms of this Acceptable Use Policy, they may not use the Services.

2 Restrictions on use

- 2.1 As a condition of use of the Services, the Company (on its own behalf and on behalf of all Authorised Affiliates and Authorised Users) and each Authorised User agrees not to use the Services nor permit them to be used:
- 2.1.1 for any purpose that is unlawful under any applicable law or prohibited by this Acceptable Use Policy or our Agreement;
 - 2.1.2 to commit any act of fraud;
 - 2.1.3 to distribute any Virus;
 - 2.1.4 for purposes of promoting unsolicited advertising or sending spam;
 - 2.1.5 to simulate communications from Mallowstreet or another service or entity in order to collect identity information, authentication credentials, or other information ('phishing');
 - 2.1.6 to rent, lease, lend, sell or sublicense the Services;
 - 2.1.7 to reverse engineer, decode, decompile, disassemble or otherwise attempt to access or derive the source code or architectural framework of the SOFI platform, Mallowstreet APIs, or any other part of the Services;

- 2.1.8 in any manner that disrupts the operations, business, equipment, websites or systems of Mallowstreet or any other person or entity (including any denial of service and similar attacks);
- 2.1.9 in any manner that harms or may endanger minors or any other person;
- 2.1.10 in connection with any service, use or purpose where the failure of the Services (or any part) may endanger the health or life of any person or cause damage or loss to any tangible property or the environment;
- 2.1.11 to promote any unlawful activity;
- 2.1.12 to represent or suggest that Mallowstreet endorses any other business, product or service unless Mallowstreet has separately agreed to do so in writing;
- 2.1.13 to gain unauthorised access to or use of any computers, data, systems, accounts or networks of any person;
- 2.1.14 in any manner which may impair any other person's use of the Services or use of any other services provided by Mallowstreet to any other person;
- 2.1.15 to attempt to circumvent any security controls or mechanisms;
- 2.1.16 to attempt to circumvent any password or user authentication methods of any person;
- 2.1.17 in any manner inconsistent with our Agreement, the relevant online product documentation or any instructions provided by Mallowstreet from time to time; or
- 2.1.18 in any manner which does not comply with the provisions relating to Intellectual Property Rights contained in our Agreement.

3 Company Data and communication standards

- 3.1 Any Company Data or communication made on or using the Services by any person must conform to appropriate and lawful standards of accuracy, decency and lawfulness, which shall be applied in Mallowstreet's discretion, acting reasonably. In particular, the Company warrants and undertakes that any Company Data and each such communication shall at all times be:
 - 3.1.1 submitted lawfully and without infringement of any Intellectual Property Rights of any person;
 - 3.1.2 free of any Virus (at the point of entering the Service or Mallowstreet's systems);
 - 3.1.3 factually accurate;
 - 3.1.4 provided with all necessary consents of all relevant third parties;
 - 3.1.5 not defamatory or likely to give rise to an allegation of defamation; and
 - 3.1.6 not of a nature that any courts, regulators, law enforcement authorities or other governmental authorities may order be blocked, deleted, suspended or removed;

4 Linking and other intellectual property matters

4.1 As a condition of use of the Services, the Company (on its own behalf and on behalf of all Company Affiliates and Authorised Users) and each Authorised User agrees not to:

4.1.1 create a frame or any other browser or border environment around the content of the Services (or any part);

4.1.2 display any of the trademarks or logos used on the Services without Mallowstreet's permission together with that of the owner of such trademarks or logos; or

4.1.3 use Mallowstreet's trademarks, logos or trade names in any manner.

SOFI Privacy Policy

Policy version: 19th August 2024

SOFI Online and SOFI Events (**SOFI**) are operated by Mallowstreet Limited (**'we', 'our' or 'us'**). We are the controller of personal data obtained via SOFI, meaning we are the organisation legally responsible for deciding how and for what purposes it is used.

We take your privacy very seriously. Please read this privacy policy carefully as it contains important information on who we are and how and why we collect, store, use and share any information relating to you (your **personal data**) in connection with your use of SOFI. It also explains your rights in relation to your personal data and how to contact us or a relevant regulator in the event you have a complaint.

We collect, use and are responsible for certain personal data about you. When we do so we are subject to the UK General Data Protection Regulation (**UK GDPR**). We are also subject to the EU General Data Protection Regulation (**EU GDPR**) in relation to goods and services we offer to individuals in the European Economic Area (**EEA**).

Given the nature of SOFI, we do not collect sensitive personal data, which includes information about health, racial or ethnic origin, political opinions, religious or philosophical beliefs and sexual life, without your agreement. If you are aware that any sensitive personal data or data of anyone under 17 years old has been shared with SOFI please let us know so that we can delete that data.

This privacy policy is divided into the following sections:

- What this policy applies to
- Personal data we collect about you
- How your personal data is collected
- How and why we use your personal data
- Marketing
- Who we share your personal data with
- How long your personal data will be kept
- Transferring your personal data out of the UK
- Cookies
- Your rights
- Keeping your personal data secure
- How to complain
- Changes to this privacy policy

- How to contact us

What this policy applies to

This privacy policy relates to your use of SOFI.

Personal data we collect about you

The personal data we collect about you depends on the particular activities carried out through SOFI. We will collect and use the following personal data about you:

- your name, address and contact information, including email address and telephone number and company details
- any delivery addresses specified for your order
- information to check and verify your identity
- your gender, if you choose to give this to us
- location data, if you choose to give this to us
- your billing information, transaction and payment card or other payment method information,
- details of any information, feedback or other matters you give to us by phone, email, post or via social media
- your account details, such as username and login details
- your activities on, and use of, SOFI
- your or professional interests
- your professional online presence, eg LinkedIn profile
- information about the services we provide to you
- your contact history, purchase history and saved items
- information about how you use SOFI and technology systems
- your responses to surveys, and promotions

We collect and use this personal data for the purposes described in the section '**How and why we use your personal data**' below.

How your personal data is collected

We collect personal data from you:

- directly, when you enter or send us information, such as when you register with us, contact us (including via email), send us feedback, purchase products or services, post material to SOFI and complete customer surveys or participate in competitions via SOFI, and
- indirectly, such as your browsing activity while on SOFI; we will usually collect information indirectly using the technologies explain in the section on ‘**Cookies**’ below.

How and why we use your personal data

Under data protection law, we can only use your personal data if we have a proper reason

- where you have given consent
- to comply with our legal and regulatory obligations
- for the performance of a contract with you or to take steps at your request before entering into a contract, or
- for our legitimate interests or those of a third party

The table below explains what we use your personal data for and why.

What we use your personal data for	Our reasons
Create and manage your account with us	For our legitimate interests, i.e. to be as efficient as we can so we can deliver the best service to you at the best price OR To perform our contract with you or to take steps at your request before entering into a contract
Providing services to you	To perform our contract with you or to take steps at your request before entering into a contract
Conducting checks to identify you and verify your identity or to help prevent and detect fraud against you or us	To comply with our legal and regulatory obligations OR For our legitimate interests, i.e. to minimise

What we use your personal data for	Our reasons
	fraud that could be damaging for you and/or us
To enforce legal rights or defend or undertake legal proceedings	<p>Depending on the circumstances:</p> <ul style="list-style-type: none"> —to comply with our legal and regulatory obligations —in other cases, for our legitimate interests, i.e. to protect our business, interests and rights
Customise SOFI and its content to your particular preferences based on a record of your selected preferences or on your use of SOFI	<p>Depending on the circumstances:</p> <ul style="list-style-type: none"> —your consent as gathered <i>by the separate cookies tool on SOFI</i>—see 'Cookies' below —where we are not required to obtain your consent and do not do so, for our legitimate interests, i.e. to be as efficient as we can so we can deliver the best service to you at the best price <p>If you have provided such a consent you may withdraw it at any time <i>by changing the setting on the cookies tool</i> (this will not affect the lawfulness of our use of your personal data in reliance on that consent before it was withdrawn)</p>
Retaining and evaluating information on your recent visits to SOFI and how you move around different sections of SOFI for analytics purposes to understand how people use SOFI so that we can make it more intuitive or to check SOFI is working as intended	<p>Depending on the circumstances:</p> <ul style="list-style-type: none"> —your consent as gathered by the separate cookies tool on SOFI—see 'Cookies' below —where we are not required to obtain your consent and do not do so, for our legitimate interests, i.e. to be as efficient as we can so we can deliver the best service to you at the best price <p>If you have provided such a consent you may withdraw it at any time by getting in touch with us using the Contact Details below.(this will not affect the lawfulness of our use of your personal data in reliance on that consent before it was withdrawn)</p>

What we use your personal data for	Our reasons
<p>Communications with you not related to marketing, including about changes to our terms or policies or changes to the services or other important notices</p>	<p>Depending on the circumstances:</p> <ul style="list-style-type: none"> —to comply with our legal and regulatory obligations —in other cases, for our legitimate interests, i.e. to be as efficient as we can so we can deliver the best service to you at the best price
<p>Protecting the security of systems and data used to provide the services</p>	<p>To comply with our legal and regulatory obligations</p> <p>We may also use your personal data to ensure the security of systems and data to a standard that goes beyond our legal obligations, and in those cases our reasons are for our legitimate interests, i.e. to protect systems and data and to prevent and detect criminal activity that could be damaging for you and/or us</p>
<p>Statistical analysis to help us understand our customer base</p>	<p>For our legitimate interests, i.e. to be as efficient as we can so we can deliver the best service to you at the best price</p>
<p>Updating and enhancing customer records</p>	<p>Depending on the circumstances:</p> <ul style="list-style-type: none"> —to perform our contract with you or to take steps at your request before entering into a contract —to comply with our legal and regulatory obligations —where neither of the above apply, for our legitimate interests, e.g. making sure that we can keep in touch with our customers about existing orders and new products
<p>Disclosures and other activities necessary to comply with legal and regulatory obligations that apply to our business, eg to record and demonstrate evidence of your consents where relevant.</p>	<p>To comply with our legal and regulatory obligations</p>
<p>Marketing our services to existing and former</p>	<p>For our legitimate interests, i.e. to promote our</p>

What we use your personal data for	Our reasons
customers	business to existing and former customers See ' Marketing ' below for further information
To share your personal data with members of our group and third parties that will or may take control or ownership of some or all of our business (and professional advisors acting on our or their behalf) in connection with a significant corporate transaction or restructuring, including a merger, acquisition, asset sale, initial public offering or in the event of our insolvency In such cases information will be anonymised where possible and only shared where necessary	Depending on the circumstances: —to comply with our legal and regulatory obligations —in other cases, for our legitimate interests, i.e. to protect, realise or grow the value in our business and assets

How and why we use your personal data—sharing

See '**Who we share your personal data with**' for further information on the steps we will take to protect your personal data where we need to share it with others.

Marketing

We will use your personal data to send you updates (by email or telephone or) about our services, including exclusive offers, promotions or new products or services.

We have a legitimate interest in using your personal data for marketing purposes (see above '**How and why we use your personal data**'). This means we do not need your consent to send you marketing information. If we change our marketing approach in the future so that consent is needed, we will ask for this separately and clearly.

You have the right to opt out of receiving marketing communications at any time by:

- contacting us at privacy@mallowstreet.com

We may ask you to confirm or update your marketing preferences if you ask us to provide further products or services in the future, or if there are changes in the law, regulation, or the structure of our business.

We will always treat your personal data with the utmost respect and never sell it with other organisations outside the Mallowstreet group for marketing purposes.

For more information on your right to object at any time to your personal data being used for marketing purposes, see **'Your rights'** below.

Who we share your personal data with

We routinely share personal data with:

- third parties we use to help deliver our services to you,
- other third parties we use to help us run our business, e.g. website hosts and website analytics providers

We or the third parties mentioned above occasionally also share personal data with:

- our external auditors, e.g. in relation to the audit of our accounts, in which case the recipient of the information will be bound by confidentiality obligations
- our and their professional advisors (such as lawyers and other advisors), in which case the recipient of the information will be bound by confidentiality obligations
- law enforcement agencies, courts, tribunals and regulatory bodies to comply with our legal and regulatory obligations
- other parties that have or may acquire control or ownership of our business (and our or their professional advisers) in connection with a significant corporate transaction or restructuring, including a merger, acquisition, asset sale, initial public offering or in the event of our insolvency—usually, information will be anonymised but this may not always be possible. The recipient of any of your personal data will be bound by confidentiality obligations

Who we share your personal data with—further information

If you would like more information about who we share our data with and why, please contact us (see **'How to contact us'** below).

How long your personal data will be kept

We will retain personal data for the period necessary to fulfil the purposes outlined in this Privacy Policy unless a longer retention period is required or permitted by law. To provide security and business continuity for the activities described in this Privacy Policy, we make backups of certain data, which we may retain for longer than the original personal data.

Transferring your personal data out of the UK

Where we transfer your personal data from the UK or a country within the EEA to a country outside the EEA, we shall ensure that the Personal Data is adequately protected in accordance with UK data protection laws. We shall, unless agreed otherwise, rely on standard data protection clauses under Article 46(2)(d) of the UK GDPR.

Cookies

A cookie is a small text file which is placed onto your device (e.g. computer, smartphone or other electronic device) when you use SOFI. Our cookies help provide additional functionality to SOFI and helps us analyse SOFI usage more accurately. You can change your settings to notify you when a cookie is being set or updated or to block cookies altogether. Please note that by blocking any or all cookies, you may not have access to certain features or offerings of the Services.

Your rights

You generally have the following rights, which you can usually exercise free of charge:

Access to a copy of your personal data	The right to be provided with a copy of your personal data.
Correction (also known as rectification)	The right to require us to correct any mistakes in your personal data
Erasure (also known as the right to be forgotten)	The right to require us to delete your personal data—in certain situations
Restriction of use	The right to require us to restrict use of your personal data in certain circumstances, e.g. if you contest the accuracy of the data
Data portability	The right to receive the personal data you provided to us, in a structured, commonly used and machine-readable format and/or transmit that data to a third party—in certain situations
To object to use	The right to object: —at any time to your personal data being used for direct marketing (including profiling) —in certain other situations to our continued use of your personal data, e.g. where we use your personal data for our legitimate interests unless there are compelling legitimate grounds for the processing to continue or the processing is required for the establishment, exercise or defence of legal claims
Not to be subject to decisions without human involvement	The right not to be subject to a decision based solely on automated processing (including profiling) that produces legal effects concerning

	<p>you or similarly significantly affects you</p> <p>We do not make any such decisions based on data collected by SOFI</p>
The right to withdraw consents	<p>If you have provided us with a consent to use your personal data you have a right to withdraw that consent easily at any time</p> <p>Withdrawing a consent will not affect the lawfulness of our use of your personal data in reliance on that consent before it was withdrawn</p>

For further information on each of those rights, including the circumstances in which they do and do not apply, please contact us (see ‘**How to contact us**’ below). You may also find it helpful to refer to the [guidance from the UK’s Information Commissioner](#) on your rights under the UK GDPR.

If you would like to exercise any of those rights, please email or write to us—see below: ‘**How to contact us**’. When contacting us please:

- provide enough information to identify yourself and any additional identity information we may reasonably request from you, and
- let us know which right(s) you want to exercise and the information to which your request relates

Keeping your personal data secure

We have appropriate security measures to prevent personal data from being accidentally lost, or used or accessed unlawfully. We limit access to your personal data to those who have a genuine need to access it.

We also have procedures in place to deal with any suspected data security breach. We will notify you and any applicable regulator of a suspected data security breach where we are legally required to do so.

How to complain

Please contact us if you have any queries or concerns about our use of your personal data (see below ‘**How to contact us**’). We hope we will be able to resolve any issues you may have.

You also have the right to lodge a complaint with:

- the Information Commissioner in the UK
- a relevant data protection supervisory authority in the EEA state of your habitual residence, place of work or of an alleged infringement of data protection laws in the EEA

The UK's Information Commissioner may be contacted using the details at <https://ico.org.uk/make-a-complaint> or by telephone: 0303 123 1113.

Changes to this privacy policy

We may change this privacy policy from time to time and you should regularly check for updates.

How to contact us

Individuals in the UK

You can contact us and/or our Data Protection Officer by post, email or telephone if you have any questions about this privacy policy or the information we hold about you, to exercise a right under data protection law or to make a complaint.

Our contact details are shown below:

Our Data Protection Officer's contact details
First Floor, 4-6 Throgmorton Ave, London EC2N 2DL
Dataprotectionofficers@mallowstreet.com
Tel: 02039722560