MASTER SERVICES AGREEMENT

Effective from: 2 March 2026

This Master Services Agreement ("**Master Terms**") including any documents incorporated by reference between Customer and Keyloop governs Keyloop's subscription services outlined in a Quote. By executing a Quote or accessing the Services, Customer accepts this Agreement.

1 DEFINITIONS

1.1 Capitalised terms not otherwise defined in these Master Terms shall have the following meanings:

Affiliate	(as to any entity) any other entity that, directly or indirectly, Controls, is Controlled by or is under common Control with such entity;
Agreement	the agreement between Customer and Keyloop for the provision of Services;
Applicable Law	all applicable national, supranational, foreign or local laws (including case law), legislation, statutes, statutory instruments, rules, regulations, edicts, by-laws or directions or guidance from government or governmental agencies which have the force of law in effect from time to time in the relevant Territory;
Authorised Users	any employee, agents and/or independent contractors of Customer, a Customer Affiliate and/or a Third Party Entity who is authorised by Keyloop to access and use Services;
Business Day	Monday to Friday excluding any public holidays in the Territory;
Charges	all amounts payable by Customer to Keyloop for the Services;
Confidential Information	all information which is confidential or otherwise not publicly available (in both cases either in its entirety or in part) including commercial, financial, marketing or technical information, know-how, trade secrets or business methods, in all cases whether disclosed orally or in writing before or after the date of this Agreement;
Control	that a person possesses, directly or indirectly, the power to direct or cause the direction of the affairs and policies of another person (whether through ownership of share

capital, possession of voting power, ability to appoint directors, contract or otherwise) and "**Controls**" and "**Controlled**" shall be interpreted accordingly;

Customer	the customer entity noted on the Quote;
Customer Data	the data inputted, provided, generated, transmitted or displayed by Authorised Users or Keyloop on Customer's behalf for the purpose of using the Services or facilitating Customer's use of the Services;
Data Processing Addendum	terms that apply to the processing of Personal Data by Keyloop in the provision of the Services, available at https://www.keyloop.com/legal-documentation;
Force Majeure	any event outside the reasonable control of the relevant party affecting its ability to perform any of its obligations (other than payment) under this Agreement including acts of God, fire, flood, lightning, grid supply power outage, compliance with any law or governmental order, rule, regulation or direction which could not have been reasonably anticipated at the Commencement Date, war, revolution, act of terrorism, riot or civil commotion, epidemic or pandemic and resulting governmental measures, strikes, lock outs and industrial action;

Insolvency Event   where either party:

(a)   suspends or threatens to suspend payment of its debts or is unable to pay its debts;

(b)   enters into winding up, dissolution, administration, receivership, or any insolvency proceeding (save for solvent voluntary reconstruction or amalgamation);

(c)   obtains or seeks a moratorium, proposes any reorganisation (including voluntary arrangements, schemes of arrangement, or debt rescheduling), or commences negotiations with creditors regarding debt restructuring;

(d)   has enforcement action taken against its assets by secured lenders or has distress, execution, or similar process levied on its assets that remains undischarged for 14 days;

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	(e) experiences any equivalent proceeding or event in any jurisdiction to which it is subject; or
	(f) ceases to carry on all or a substantial part of its business;
Intellectual Property Rights	any patent, copyright, trade mark, service mark or trade name, utility model, right in software, right in design (including industrial designs), right in databases, image right, moral right, right in an invention, right relating to passing off, domain name, right in confidential information (including trade secrets) and all similar or equivalent rights in each case whether registered or not and including all applications (or rights to apply) for, or renewal or extension of, such rights which exist now or which shall exist in the future in the Territory;
Keyloop	the Keyloop entity stated on the Quote;
Minimum Term	the minimum term for a Service, being 3 years or as otherwise set out in the Quote or the Product Specific Terms, commencing on the relevant Start Date;
Non-Keyloop Product	any third party hardware or software including third party applications or systems which are capable of integrating or interoperating with a Product including Partner Applications;
Partner Application	a third party application certified by Keyloop as being capable of successfully integrating with a Product;
Personal Data	has the meaning given to it in the Data Processing Addendum;
Personnel	in relation to a party, directors, partners, employees, workers, agents, consultants, other representatives, contractors and sub-contractors employed or otherwise engaged by a party, and each of their respective directors, partners, employees, workers, agents, consultants, other representatives, contractors and sub-contractors;
Product	a software application or programme which is itemised as a separate line item on the Quote;
Product Overview	the description of a Product and terms relating to the Product, available at https://www.keyloop.com/legal-documentation;

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Product Specific Terms	terms relating to specific Products, available at https://www.keyloop.com/legal-documentation;
Quantity	the numbers set out in the Quote under the heading 'Quantity' which denote the number of the relevant licensed metric as set out in the Product Overview that Customer has the right to use for the relevant Product;
Quote	the written document signed by Customer which itemises the relevant Services;
Recurring Charges	amounts described as such for a Service on the Quote;
Release	any material iteration of a Product that corrects faults or adds or enhances functionality. A Release may include 1 or more patches or service packs. Releases may be denoted by the number immediately following the point in the Product identifying number. A Release does not constitute a new Version;
Services	subscription services provided by Keyloop to Customer under this Agreement, consisting of the provision of Product(s) and Support Services;
Site	a location stated on a Quote;
Standard Rates	Keyloop's then standard rates for the provision of services;
Support and Maintenance Terms	terms that apply to the provision of Support Services, available at https://www.keyloop.com/legal-documentation;
Support Services	the support and maintenance services set out in the Support and Maintenance Terms;
Terms of Use	terms that apply to the access and use of Products, available at https://www.keyloop.com/legal-documentation;
Territory	the jurisdiction in which Keyloop is incorporated or as otherwise stated on the Quote;
Territory Specific Terms	the supplementary terms that apply to the provision of Services in the Territory available at https://www.keyloop.com/legal-documentation;

Third Party Entity	a third party entity authorised by Customer and Keyloop to access and use Services; and
Version	any new edition of a Product that is publicly marketed and offered for licence by Keyloop in the course of its normal business, and that may be denoted by the number immediately preceding the point in the software identifying number or by a new name.

1.2   The words "**other**", "**including**" and "**for example**" are not limiting.

1.3   "**written**" or "**in writing**" includes textform and other electronic means.

1.4   In case of conflict or ambiguity, the descending order of precedence is as follows: Quote, Data Processing Addendum, these Master Terms, Territory Specific Terms, Terms of Use, Product Specific Terms, Support and Maintenance Terms and Product Overview.

1.5   Any reference to a date, month or year in this Agreement shall mean a reference to the date, month or year under and in accordance with the Gregorian calendar.

2   SUBSCRIPTION SERVICES, MINIMUM TERM AND CHARGES

2.1   <u>Services</u>. Keyloop shall provide the Services specified in each Quote in accordance with this Agreement. This Agreement becomes effective when Customer signs and returns the Quote in its original, unaltered form as provided by Keyloop. Any manuscript changes, amendments, or modifications to the Quote shall render it void and of no effect. The Agreement shall continue until the provision of each Service or the Agreement has ended, in accordance with the terms of the Agreement.

2.2   <u>Additional Services</u>. Customer may increase the Quantity of existing Services or add an additional Service to a Minimum Term by executing an additional Quote. Decreases in Quantities are not permitted during a Minimum Term.

2.3   <u>Minimum Term</u>. Each Service is provided for a Minimum Term. Unless the Quote specifies that the Minimum Term is fixed, after the Minimum Term ends the Service continues for 12 month renewal terms (each a "**Renewal Term**"). Either party may terminate a Service by giving at least 3 months' notice expiring no earlier than the end of the Minimum Term or a Renewal Term.

2.4   <u>Payment of Fees</u>. Customer shall pay Recurring Charges from the "**Start Date**", meaning the earlier of: (a) the date falling 30 days after Customer's signature of the Quote; and (b) the provisioning of the Services, being the date on which Keyloop incurs costs associated with the deployment, configuration or delivery of the Services. Variable Recurring Charges are invoiced monthly in arrears. Unless otherwise agreed, Keyloop shall invoice all other Recurring Charges annually in advance. Charges are based on Services purchased not actual usage and are non-refundable except as expressly provided in this Agreement.

2.5   Variation of Charges. Keyloop may (a) vary Charges once per calendar year by providing Customer with at least 2 months prior notice, and (b)pass-through increases in third-party costs on 30 days' prior notice.

3   PROVISION OF THE SERVICES

3.1   License Grant. Subject to Customer's compliance with this Agreement including payment of applicable Charges, Keyloop grants Customer during the term a non-exclusive, non-transferable, non-sublicensable right to access and use the Services solely for Customer's internal business operations within the Territory and solely by Authorised Users in accordance with this Agreement.

3.2   Usage Restrictions. Customer's use of each Service is subject to the usage limitations, restrictions, and parameters specified in the applicable Quote and Product Overview. Without limiting the foregoing: (a) Per-Site Services are limited to specified Site(s); and (b) Per-user Services require unique credentials for each Authorised User that may not be shared. Additional Charges apply for usage exceeding authorised Quantities.

3.3   Support Services. Keyloop provides Support Services in accordance with the Support and Maintenance Terms.

3.4   Monitoring and Usage Data. Keyloop may monitor Customer's use of the Services, including collecting technical and operational data regarding access, usage patterns, performance, and system interactions. Keyloop may use such data for its legitimate business purposes, including: (a) providing, maintaining, and improving the Services; (b) ensuring compliance with this Agreement; (c) protecting the security and integrity of the Services; (d) developing new products, features, and services; (e) creating aggregated benchmarks and industry insights; and (f) other business purposes. Usage data does not include Customer Data except as necessary to provide the Services or as set out in this Agreement.

3.5   Indemnity. Customer shall defend Keyloop, its Affiliates, and their respective officers, directors, and employees (collectively, "**Keyloop Indemnitees**") against any third party claim arising from Customer's or an Authorised User's use of the Services in breach of this Agreement, and shall indemnify the Keyloop Indemnitees for any claims, damages, liabilities, losses, costs, and expenses incurred by a Keyloop Indemnitee including amounts awarded against a Keyloop Indemnitee in any final judgment or settlement of such claims. Customer shall provide Keyloop with any reasonable assistance required at Customer's cost regarding any such claim.

4   INTEGRATIONS

4.1   Products may contain features that integrate or interoperate with Non-Keyloop Products. Keyloop does not warrant the continued availability of such Product features and may cease providing them without entitling Customer to any refund of Charges or compensation including where the provider of a Non-Keyloop Product ceases to make the Non-Keyloop Product available for interoperation in a manner reasonably acceptable to Keyloop.

4.2   Keyloop shall have no liability to Customer for a Non-Keyloop Product. The supply of Non-Keyloop Products is solely between Customer and the applicable third party provider.

4.3   If Customer uses any Non-Keyloop Product, Keyloop shall not be liable for any degradation or adverse effect on the performance of a Product or any damage to, or destruction of, Customer Data. If Keyloop reasonably determines that Customer's use of a Non-Keyloop Product is causing or threatening to cause harm to Keyloop's database or systems, Keyloop may require Customer to immediately discontinue use of such Non-Keyloop Product. Customer shall be responsible for any costs, damages, or losses incurred by Keyloop resulting from a Non-Keyloop Product.

4.4   Customer shall not, and shall not permit any third party to, extract, add to or alter any data stored on Keyloop's databases and systems other than directly via the Product, a Keyloop approved interface or otherwise with Keyloop's prior written consent.

4.5   Customer permits and instructs Keyloop to enable the transfer of Customer Data between the Product and any Non-Keyloop Product used by Customer.

4.6   Any support provided by Keyloop in connection with Non-Keyloop Products, including communications with Customer or third-party providers regarding such integrations, shall be charged to Customer on a time-and-materials basis at Standard Rates, unless otherwise specified in a separate Quote.

5   WARRANTIES

5.1   Each party warrants to the other that it has the right and capacity to enter into and perform this Agreement.

5.2   While providing Support Services, Keyloop warrants that the Product shall perform materially in accordance with the Product Overview.

5.3   Customer must notify Keyloop in writing no later than 5 Business Days after identifying a breach of warranty. If there is a breach, Keyloop shall correct the non-conforming Service. If Keyloop cannot correct the issue, Keyloop may terminate the relevant Services and refund a pro rata amount (based on remaining days) of the Charges paid for the affected Service through the termination date. This is Customer's sole remedy and Keyloop's exclusive liability for a breach of warranty.

5.4   The warranties in this clause 5 do not apply to, and Keyloop shall have no liability for, any issues, defects, or failures arising from or relating to: (a) modifications to the Services not made by Keyloop or a Keyloop authorised partner; (b) use of the Services in any manner inconsistent with this Agreement or Keyloop's instructions or documentation; (c) failure to install updates, patches, or new Releases; (d) use of unsupported or obsolete Versions or Releases; (e) Customer's systems,

infrastructure, network, or other technology environments; or (f) Non-Keyloop Products or third-party integrations.

5.5   EXCEPT AS EXPRESSLY SET FORTH IN THIS CLAUSE, KEYLOOP MAKES NO WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, AND SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW. KEYLOOP DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED, ERROR-FREE, OR COMPLETELY SECURE, OR THAT ALL ERRORS OR DEFECTS WILL BE CORRECTED. SERVICES PROVIDED ON A TRIAL, BETA, PILOT, PROOF-OF-CONCEPT, OR FREE BASIS ARE PROVIDED "AS-IS" WITHOUT ANY WARRANTY WHATSOEVER AND MAY BE MODIFIED, SUSPENDED, OR DISCONTINUED AT ANY TIME WITHOUT NOTICE OR LIABILITY.

6   CUSTOMER RESPONSIBILITIES AND COMPLIANCE

6.1   <u>Customer Responsibilities</u>. Customer shall: (a) cooperate with Keyloop in all matters relating to the Services and provide timely responses to Keyloop's reasonable requests; (b) provide Keyloop with accurate, complete, and current information reasonably necessary for Keyloop to perform its obligations under this Agreement; (c) provide Keyloop Personnel with reasonable access to Customer's premises, systems, and personnel as necessary for Keyloop to provide the Services; (d) promptly notify Keyloop of any unauthorised access to or use of the Services, any suspected security incidents, or any factors that may adversely impact the Services; (e) ensure that Authorised Users receive appropriate training and onboarding before accessing the Services; (f) comply with all applicable laws, regulations, and export controls relating to the Services and the technology used; (g) be responsible for all Authorised User activity and ensure that all Authorised Users comply with this Agreement including the Terms of Use; (h) provide and maintain all internet connectivity, telecommunications links, and other infrastructure necessary to access the Services; and (i) maintain all Customer systems, networks, devices, and software used to access the Services in accordance with Keyloop's technical requirements and manufacturer/licensor specifications, including ensuring such systems remain in standard support.

6.2   <u>Delays</u>. If Customer, Customer Affiliates or Authorised Users delay Keyloop's performance, timelines extend accordingly and Charges may be adjusted to reflect the impact.

6.3   <u>Audit</u>. On not less than 10 Business Days' notice, Keyloop or its appointed representative may have access to information, records, Authorised Users and premises of Customer and Customer Affiliates to inspect, audit and verify Customer's licensing requirements and use of the Services.

6.4   <u>Audit Remedies</u>. If an audit reveals that Customer has exceeded authorised usage levels or otherwise failed to comply with the Agreement, Customer shall: (a) promptly pay all Charges for such excess or non-compliant usage, at Standard Rates, retroactive to the date such usage commenced or for the preceding 12 months, whichever period is shorter; (b) immediately remedy any non-compliance; and (c)

reimburse Keyloop for its reasonable costs of conducting the audit, including fees paid to any third-party auditors. Payment for any shortfall is due within thirty (30) days of Customer's receipt of the audit report.

7   PAYMENT

7.1   <u>Currency.</u> Unless otherwise agreed, all Charges shall be paid in the currency set out on the Quote by direct debit into the account notified by Keyloop.

7.2   <u>Payment Terms.</u> All payments shall be due 30 days from the date of invoice (or 45 days for payments made by direct debit).

7.3   <u>Late Payment.</u> If any undisputed Charges are not paid when due, Customer shall pay interest on overdue amounts at the prevailing interest rate, accruing daily and compounding quarterly from the due date. Keyloop may: (a) remove discounts and re-invoice at list prices; (b) suspend Services in accordance with clause 13; and (c) recover all costs and expenses incurred in collecting overdue amounts, including reasonable legal fees. The rights and remedies in this clause 7.3 are in addition to any other rights or remedies available to Keyloop under this Agreement or Applicable Law.

7.4   <u>Invoice Disputes.</u> Customer shall notify Keyloop of any genuine disputed invoice in writing within 10 Business Days of receiving the invoice and shall pay the undisputed portion.   The parties shall use reasonable endeavours to promptly resolve any disputed invoice.

7.5   <u>Taxes and Payment.</u> Charges exclude value added tax, sales tax or any other relevant local taxes on services which shall be applied by Keyloop at the prevailing rate. Customer shall pay all invoices in full without any deduction or set-off.

7.6   <u>Customer Affiliate Invoicing.</u> Keyloop may, in its sole discretion and upon Customer's written request, agree to invoice a Customer Affiliate for some or all Charges under this Agreement. Any such arrangement is subject to the following conditions: (a) the Customer Affiliate must complete any due diligence requirements reasonably requested by Keyloop; (b) Customer remains fully responsible and liable for all fees under this Agreement; (c) Customer guarantees payment of all amounts invoiced to any Customer Affiliate; (d) in the event of non-payment by a Customer Affiliate, Keyloop may pursue collection directly from Customer and exercise all rights and remedies available under this Agreement; and (e) Keyloop may revoke the invoicing arrangement at any time and revert to invoicing Customer directly upon written notice.

8   INTELLECTUAL PROPERTY RIGHTS

8.1   Keyloop owns or has the right to licence all Intellectual Property Rights in the Services. This Agreement does not grant, assign or otherwise transfer to Customer any Intellectual Property Rights.

8.2   As between the parties, all Intellectual Property Rights in Customer Data shall remain vested in Customer.

9   INTELLECTUAL PROPERTY RIGHTS INDEMNITY

9.1   Keyloop shall defend Customer, its officers, partners, directors and employees against any third-party claim that Customer's use of the Services in accordance with this Agreement infringes any Intellectual Property Rights and shall indemnify Customer for any amounts awarded against Customer in any final judgment or agreed to in settlement by Keyloop. Keyloop's obligations are conditional on Customer: (a) promptly notifying Keyloop in writing of the claim; (b) granting Keyloop sole control over the defence and settlement of the claim; and (c) providing reasonable cooperation at Keyloop's expense. Customer shall not settle or compromise any claim without Keyloop's prior written consent.

9.2   If the Services become, or in Keyloop's opinion are likely to become, the subject of an infringement claim, Keyloop may, at its option and expense: (a) procure the right to continue using the Services; (b) replace or modify the Services to make them non-infringing while maintaining substantially equivalent functionality; or (c) terminate the affected Services and refund a pro-rated portion of any prepaid Charges for the terminated Services covering the period from the termination date through the end of the then-current term. Termination of any Services under this clause shall not affect any other Services provided under this Agreement.

9.3   Keyloop shall have no obligation for any claims arising from or relating to: (a) modification of the Services by anyone other than Keyloop or a Keyloop authorised partner; (b) Customer's use of the Services in a manner not permitted by this Agreement or contrary to Keyloop's instructions or documentation; (c) Customer's continued use of the Services after receiving notice from Keyloop to cease use; (d) combination, operation, or use of the Services with any Non-Keyloop Product, Customer Data, or third-party technology not provided by Keyloop; (e) Customer's breach of this Agreement; (f) compliance with Customer's specifications, designs, or requirements; or (g) use of any non-current or unsupported version of the Services if the infringement would have been avoided by using a current version made available to Customer.

9.4   THIS CLAUSE 9 CONTAINS CUSTOMER'S SOLE REMEDY, AND KEYLOOP'S EXCLUSIVE LIABILITY, FOR ANY ACTUAL OR ALLEGED INFRINGEMENT OR MISAPPROPRIATION OF INTELLECTUAL PROPERTY RIGHTS.

10   DATA

10.1   To the extent that Keyloop processes Personal Data, the Data Processing Addendum shall apply and is incorporated into this Agreement.

10.2   Certain Services may incorporate artificial intelligence and machine learning technologies. AI-generated outputs are probabilistic and should be validated by Customer before use in critical business decisions.

10.3   Keyloop may create anonymised or aggregated data derived from Customer Data, usage data, and other data collected through the Services ("**Aggregated Data**"). Aggregated Data does not identify Customer or any individual and cannot reasonably

be used to re-identify Customer or any individual. As between the parties, Keyloop owns all Intellectual Property Rights in and to Aggregated Data and may use it for any lawful business purpose, including: (a) operating, analysing, providing, improving, and developing the Services and other products; (b) creating and distributing industry benchmarks, market analyses, and statistical insights; (c) training and improving Keyloop's technology; (d) conducting research and development; and (e) complying with legal obligations. Keyloop may retain and use Aggregated Data indefinitely, even after termination of this Agreement.

10.4   Customer shall defend, indemnify, and hold harmless Keyloop and its Affiliates, and their respective officers, directors, employees, and agents from and against any third-party claims, actions, or proceedings, and any resulting losses, damages, liabilities, costs, and expenses (including reasonable legal fees) arising from or relating to any use or access to any Customer Data. Customer shall not settle any such claim in a manner that imposes any obligation or liability on Keyloop without Keyloop's prior written consent.

11   LIABILITY

11.1   Nothing in this Agreement excludes or limits either party's liability for: (a) death or personal injury caused by its negligence; (b) fraud or fraudulent misrepresentation; (c) wilful misconduct or gross negligence; (d) payment obligations; or (e) any liability that cannot be excluded or limited under Applicable Law.

11.2   Neither party is liable, whether in contract, tort (including negligence), breach of statutory duty, misrepresentation or otherwise in connection with this Agreement for any: (a) loss of or damage to goodwill; or (b) indirect or consequential loss or damage.

11.3   Keyloop is not liable, whether in contract, tort (including negligence or breach of statutory duty), misrepresentation or otherwise in connection with this Agreement for any loss of profit, revenue, sales or business or anticipated savings.

11.4   In the event of any loss of or damage to Customer Data, Customer's sole remedy shall be for Keyloop to use reasonable endeavours to restore such Customer Data from the most recent backup.

11.5   Keyloop's total liability for losses or damages in any and all actions, however based, arising out of or in connection with this Agreement shall not exceed, for each claim or series of connected claims, 100% of the Charges paid by Customer in relation to the relevant Services giving rise to such claim during the 12 months immediately preceding the date on which the claim first arose.

12   CONFIDENTIALITY

12.1   Each party (the "**Receiving Party**") shall keep and procure to be kept confidential all Confidential Information belonging to the other party disclosed or obtained as a result of the relationship of the parties under this Agreement and shall not use or disclose the same other than as required to perform this Agreement or with the prior written consent of the other party.

12.2 The parties may disclose Confidential Information to an employee, director, partner, consultant, sub-contractor or agent to the extent necessary for the performance of this Agreement provided such disclosure is subject to obligations equivalent to those set out in this Agreement. Each party shall be responsible to the other party in respect of any disclosure or use of such Confidential Information by a person to whom disclosure is made.

12.3 The confidentiality obligations in this clause 12 do not apply to any Confidential Information that the Receiving Party can demonstrate: (a) is or becomes generally available to the public other than as a result of a breach of this Agreement; (b) was rightfully in the Receiving Party's possession prior to disclosure by the disclosing party and not subject to any confidentiality obligations; (c) was or is disclosed to the Receiving Party by a third party without breach of any confidentiality obligation; (d) the parties agree in writing is not Confidential Information or may be disclosed; or (e) is required to be disclosed under any Applicable Law, or by order of a court or governmental body or authority of competent jurisdiction.

13 SUSPENSION

13.1 Keyloop may suspend all or any portion of the services under this Agreement or any other agreement with Customer or a Customer Affiliate if Keyloop reasonably determines that: (a) Customer has failed to pay any undisputed Charges; (b) Customer or any Authorised User is in material breach of this Agreement, including violation of the Terms of Use; (c) Customer's or any Authorised User's use of the Services: (i) poses a security risk or threat to the Services, Keyloop's systems, or other customers; (ii) could cause damage to Keyloop's systems, infrastructure, or reputation; (iii) could subject Keyloop to legal liability; or (iv) violates Applicable Law; (d) any third-party services or technology necessary to provide the Services becomes unavailable; or (e) provision of the Services would violate Applicable Law. Keyloop shall endeavour to provide advance notice of any suspension except where immediate suspension is necessary to prevent harm, protect security, or comply with legal requirements.

13.2 Keyloop shall have no liability for any suspension under this clause 13.

14 TERMINATION

14.1 Either party may terminate this Agreement or any Services immediately upon written notice to the other party if: (a) the other party materially breaches this Agreement and fails to remedy such breach within 30 days after receiving written notice specifying the breach in reasonable detail; (b) the other party fails to pay any undisputed sum payable under the Agreement within 14 days of a notice of failure to pay; or (c) the other party experiences an Insolvency Event, to the extent termination is permitted under Applicable Law.

14.2 Keyloop may immediately terminate this Agreement or any Services upon notice if: (a) necessary third-party services, technology, data, or licenses become unavailable and no reasonable substitute exists; (b) continued provision of the Services would violate Applicable Law; or (c) Customer (or any of its directors) become subject to

government sanctions, or are within a territory that becomes subject to any government sanctions.

14.3   If: (a) Keyloop terminates this Agreement or a Service pursuant to clause 14.1; (b) Keyloop terminates pursuant to clause 14.2(c); or (c) Customer terminates this Agreement or a Service where Customer has no right to do so, then Customer shall pay Keyloop, within 30 days of the termination date, early termination charges equal to the total Charges for the remainder of the term, as if termination had not occurred.

15   CONSEQUENCES OF TERMINATION

15.1   Termination of this Agreement or any Services shall not affect any rights, obligations, or liabilities of either party that: (a) accrued prior to the termination date; or (b) are expressly stated to survive or by their nature should survive termination, including payment obligations, warranties, indemnifications, limitations of liability, intellectual property rights, confidentiality obligations, and data handling obligations.

15.2   On termination of this Agreement or any Services:

(a)   all licenses and rights granted to Customer under this Agreement with respect to the terminated Services shall immediately cease;

(b)   Customer shall immediately cease all access to and use of the terminated Services and shall ensure that all Authorised Users do the same;

(c)   Customer shall immediately return to Keyloop all hardware supplied by Keyloop in relation to the terminating Services;

(d)   Keyloop shall make Customer Data available for export by Customer for thirty (30) days following the termination date ("**Data Retention Period**"). Customer may use standard functionality at no additional charge; assistance beyond standard functionality shall be charged at Standard Rates. After the Data Retention Period, Keyloop may securely delete or destroy all Customer Data, except as required by Applicable Law or as set forth in this Agreement;

(e)   Each party shall, at the other party's request, return or destroy all Confidential Information of the other party, except that each party may retain one archival copy for legal compliance purposes and Confidential Information stored in automatic backup systems until purged in accordance with standard backup procedures;

(f)   Keyloop may invoice Customer for any Services provided but not yet invoiced, and Customer shall pay these invoices immediately on receipt;

(g)   if termination is due to Keyloop's material breach or uncured warranty breach under clause 5.3, Keyloop shall refund to Customer a pro-rated portion of any prepaid Charges for Services not provided, covering the period from the termination date through the end of the then-current term; and

(h)   Customer shall pay all amounts owed to Keyloop, including any early termination charges under clause 14.3 and all other outstanding amounts.

16   GENERAL

16.1   Feedback. Keyloop and Keyloop Affiliates shall be entitled to freely use, distribute, disclose, make and incorporate into its services any suggestion, enhancement request, recommendation, correction or other feedback provided by Customer or Authorised Users.

16.2   Publicity. Keyloop may use Customer's name and logo in lists of customers, marketing materials and press releases provided that such use is limited to identification of Customer as an entity which receives products and services from Keyloop. Customer undertakes to provide testimonials and participate in case studies upon request from Keyloop for commercial reference purposes. Keyloop may use such material in any form and in any territory.

16.3   Non-Solicitation. Customer shall not, without the prior written consent of Keyloop, either during the term of this Agreement and for 6 months following termination, directly or indirectly solicit or endeavour to solicit away from Keyloop or employ or engage, or attempt to employ or engage, any Keyloop Personnel other than by means of a recruitment advertising campaign open to all applicants and not specifically targeted at Keyloop Personnel. If Customer breaches this clause, it shall pay Keyloop on demand an amount equal to the individual's gross annual salary.

16.4   Force Majeure. A party shall not be in breach of this Agreement (except for those in relation to payment) as a result of Force Majeure (and the date for performance of the obligations affected shall be extended accordingly), provided that such party complies with the obligations set out in this clause. The party affected by Force Majeure shall promptly notify the other party of the matters constituting the Force Majeure, keep that party fully informed of their continuance and of any relevant change of circumstances whilst such Force Majeure continues. The party affected by Force Majeure shall take reasonable steps to minimise its effect on the performance of its obligations under this Agreement. If Force Majeure continues for longer than 3 consecutive months, either party may terminate this Agreement or the affected Product by giving 30 days' notice to the other party.

16.5   Transfer and Subcontracting. Customer may not assign or transfer any of its rights or obligations under this Agreement, without Keyloop's prior written consent. Keyloop may assign, transfer or sub-contract any or all of its rights and obligations under this Agreement in whole or in part.

16.6   Third Party Rights. No one other than the parties to this Agreement has any rights to enforce it. The parties may change, waive, or end this Agreement without needing approval from any third party.

16.7   Variation. Keyloop may update, modify, change its Services at any time provided there is no material degradation in performance, functionality or security of the Services. Keyloop may amend this Agreement by: publishing updated versions at

https://keyloop.com/legal-documentation; or providing Customer notice through the Services; or providing Customer with reasonable advance notice, with such updates becoming effective upon the date specified in the updated document or notice. Customer's access or use of a Product after the effective date of any amendment shall be deemed acceptance of the amended terms. Unless otherwise stated, no purported alteration or variation of this Agreement shall be effective unless it is agreed in writing by the parties.

16.8   Waiver. A party's rights under this Agreement are not affected by giving extra time, showing leniency, or delaying enforcement. Any waiver of a breach must be in writing and does not apply to future breaches or other terms.

16.9   Severability. If any part of this Agreement is held to be or becomes void or otherwise unenforceable it shall not affect the other provisions of this Agreement.

16.10 Entire Agreement. This Agreement contains the entire agreement between the parties regarding the subject matter and supersedes all prior and contemporaneous agreements, proposals, understandings, negotiations, representations, and communications, whether written or oral, between the parties relating to such subject matter.

17   NOTICES, GOVERNING LAW AND JURISDICTION

17.1   Any notices sent under this Agreement must be in writing and sent by hand, registered post, pre-paid air mail or email. Notices are deemed delivered as follows: (a) same Business Day if by hand (or next Business Day if it is not a Business Day); (b) 2 Business Days after the date of posting for registered post; (c) 5 Business Days after the date of posting for notices served by pre-paid airmail; and (d) the day of transmission or (if it is not a Business Day or if transmission takes place after 17:00 hours) on the next Business Day for notices served by email.

17.2   Details for sending notices to Keyloop, the law that applies to this Agreement and the courts with exclusive jurisdiction over any disputes or claims arising out of or relating to this Agreement, are set out in the Territory-Specific Terms.

17.3   Any notice sent to Keyloop shall clearly identify Customer and the applicable Agreement and be sent to the above email address or the address outlined on the Quote or such other address as provided by Keyloop from time to time.

17.4   Keyloop shall send notices to Customer at the address outlined on the Quote or to the email address provided for Customer's account administrator.