

Terms of Service Agreement

Thank you for signing up for a subscription with Cirrus 1 Ltd, a company registered in England and Wales with company number 08121395, whose registered office is Suite 3 Bignell Park Barns, Chesterton, Bicester, England, OX26 1TD (henceforth referred to as “Formulayt”, “we” or “us”). By signing or otherwise accepting an Order Form (as defined below), you agree to all the terms and conditions of this Terms of Service Agreement and its Appendices (henceforth referred to as the “Agreement”). If you are using a Formulayt Service or related services on behalf of a company or other entity, then “Customer” or “you” means that entity, and you are binding that entity to this Agreement.

You represent and warrant that you have the legal power and authority to enter into this Agreement and that, if the Customer is an entity, this Agreement and each Order Form is entered into by an employee or agent with all necessary authority to bind that entity to this Agreement. Please note that we may modify this Agreement as further described in the amendments section below, so you should make sure to check this page from time to time. This Agreement includes any Order Forms and Service-Specific Terms (as defined below) as well as any policies or exhibits linked to or referenced herein.

This Agreement was last updated on June 12th, 2025.

1. **OVERVIEW OF THE FORMULAYT PLATFORM.** Formulayt provides a web-based service that allows subscribers to configure and deploy web forms onto web platforms for the use of content marketing and online contact conversion. To accomplish this, Customer first installs Formulayt Code on a website or web application, then uses the editing and configuration tools within the applicable Formulayt Service to configure forms and content gating. The Service provides HTML embed code to deploy forms and content gating onto the websites. The Service also provides performance-based reporting.
2. **DEFINITIONS.**
 1. “Acceptable Use Policy” means Formulayt’s Acceptable Use Policy, as updated from time to time, relating to use of the Formulayt Service, available at <https://formulayt.com/legal/terms-and-conditions>
 2. “Aggregate/Anonymous Data” means: (i) data generated by aggregating Customer Data with other data so that results are non-personally identifiable with respect to Customer or its Visitors and (ii) anonymous learnings, logs and data regarding use of the Formulayt Services.
 3. “Authorized Users” means Customer’s employees and contractors (such as media agencies or marketing consultants) who are acting for Customer’s benefit and on its behalf.
 4. “Confidential Information” means code, inventions, know-how, product plans, inventions, technical, financial information, business strategies, marketing plans, research and development activities, customer and supplier details, proprietary processes, and trade secrets exchanged under this Agreement, that is identified as confidential at the time of disclosure or should reasonably be considered confidential based on the circumstances surrounding the disclosure and the nature of the information disclosed.

5. "Content" means any content, text, information, images or other materials inputted by the Customer, its Authorized Users, or Formulayt on the Customer's behalf to the Formulayt Service.
6. "Customer Data" means: (i) Content; (ii) Submitted Data; (iii) Visitor Data; and (iv) any other Customer Data specified in the Service-Specific Terms.
7. "Customer Properties" means Customer websites.
8. "Customer Sites" means the web domains and subdomains that are authorised to have the Formulayt Code installed on them, which may include: (a) web domains and subdomains expressly identified in the applicable Order Form and SOW in the event of a mid-term upgrade; and/or (b) up to the maximum number of web domains and subdomains purchased as set out in the applicable Order Form or SOW, where such domains and subdomains are not expressly identified at the outset but are authorised by the Customer in accordance with this Agreement at a later date.
9. "Documentation" means Formulayt's end user technical documentation and Formulayt Service descriptions provided with and/or accessed via the Formulayt Service, including any documents and materials that describe the functionality, features, and usage of the Formulayt Service.
10. "Formulayt Code" means the code developed and provided by Formulayt to Customer for use in connection with the Formulayt Service, which may include Formulayt's JavaScript code (for Customer Sites), or any other code developed and provided by Formulayt.
11. "Formulayt Service" means the specific proprietary software-as-a-service product of Formulayt specified in Customer's Order Form, including any related Formulayt Code and Documentation. "Formulayt Services" do not include any Third Party Products.
12. "Formulayt Technology" means the Formulayt Service and the Professional Services, any and all related or underlying documentation, technology, code, know-how, logos, deliverables and templates (including in any reports or output obtained from the Formulayt Service and Professional Services), anything delivered as part of support or other services, and any updates, modifications or derivative works of any of the foregoing, including as may incorporate any Feedback.
13. "Order Form" means any Formulayt ordering documentation or online sign-up or subscription flow that references this Agreement.
14. "Professional Services" means the professional services, as detailed in a SOW, provided by Formulayt to enhance the Customer's utilisation of the Formulayt Service and maximise its web conversion results, including but not limited to training, consulting, and technical support.
15. "Regulated Data" means: (i) any personally identifiable information (other than information about Authorized Users necessary to create user accounts); (ii) any patient, medical or other protected or regulated health information; or (iii) any government IDs, financial information (including bank account or payment card numbers) or any other information subject to regulation or protection under specific laws or regulations.
16. "Service-Specific Terms" means the supplementary terms and conditions to this Agreement, as agreed in the Order Form.

17. "Scope of Use" means the usage limits or other scope of use descriptions for the Formulayt Service included in the applicable Order Form or Documentation. These may include any numerical limits on Visitors or Authorized Users, gate loads, descriptions of product feature levels and names or numerical limits for Customer Properties.
 18. "SOW" means a statement of work or similar document that references this Agreement signed by the Parties detailing the Professional Services to be performed by Formulayt, including any specific deliverables, objectives, tasks, timelines, fees, and responsibilities of the Parties.
 19. "Submitted Data" means data uploaded, inputted or otherwise submitted by Customer to the Formulayt Service, including Third Party Content.
 20. "Subscription Term" means the initial term for the subscription to the applicable Formulayt Service, as specified on Customer's Order Form(s), and each subsequent renewal term (if any).
 21. "Third Party Content" means content, data or other materials that Customer provides to the Formulayt Services from its third-party data providers.
 22. "Third Party Products" means any products, services or software provided by a third party.
 23. "Visitor" means any end user of a Customer Property.
 24. "Visitor Data" means the data concerning the characteristics and activities of Visitors on the Customer Properties collected for Customer by the Formulayt Service, including any such data specified in the Service-Specific Terms.
 25. Other terms are defined in other Sections of this Agreement or in the Service-Specific Terms.
3. **ACCOUNT REGISTRATION AND USE.** Customer and its Authorized Users may need to register for a Formulayt account in order to place orders or to access or receive a Formulayt Service. Account information must be accurate, current and complete, and will be handled by Formulayt in accordance with Formulayt's Privacy Policy (currently available at <https://formulayt.com/legal/privacy-policy>). Customer agrees to keep this information up to date so that Formulayt may send notices, statements and other information by email or through Customer's account. Customer must ensure that any user IDs, passwords and other access credentials for the Formulayt Service are kept strictly confidential and not shared with any unauthorized person. If any Authorized User stops working for Customer, Customer must immediately terminate that person's access to its account and any Formulayt Service. Customer will be responsible for any and all actions taken using its and its users' accounts, passwords or access credentials. Customer must notify Formulayt immediately of any breach of security or unauthorized use of its account. Accounts are granted to specific Customers and Authorized Users and must not be shared with others.
4. **USE RIGHTS.**
1. **Use of Formulayt Services.** Subject to all terms and conditions of this Agreement, Formulayt grants Customer a worldwide, non-exclusive, non-transferable, non-sublicensable right and license during the applicable Subscription Term to access and use the Formulayt Service designated on Customer's Order Form solely for Customer's internal business purposes, but only in accordance with this Agreement, any applicable Service-Specific Terms, the Documentation, and all applicable Scope of Use descriptions. Where specified in the Service-Specific Terms, the Formulayt Service may require installation of Formulayt Code on

Customer Properties. In such cases, subject to the same conditions above, the rights granted in this Section further include the right to install and use the relevant Formulayt Code on the specified Customer Properties.

2. **Use by Others.** Customer may permit its Authorized Users to use the Formulayt Service provided their use is for Customer's benefit only and remains in compliance with this Agreement. Customer will be responsible and liable for all Authorized Users' use and access and their compliance with the terms and conditions herein. Use of the Formulayt Service by all Authorized Users in aggregate will count towards applicable Scope of Use restrictions.
3. **General Restrictions.** Customer must not (and must not allow any third party to): (i) rent, lease, copy, transfer, sublicense or provide access to the Formulayt Service to a third party (except Authorized Users as specifically authorized above); (ii) incorporate the Formulayt Service (or any portion thereof) into, or use it with or to provide, any site, product or service, other than on Customer Properties owned-and-operated by Customer and as specifically permitted above; (iii) use the Formulayt Service (or any portion thereof) for time sharing purposes or for a third party's benefit; (iv) publicly disseminate information regarding the performance of the Formulayt Service (which is deemed Formulayt Confidential Information); (v) modify or create a derivative work of the Formulayt Service or any portion thereof; (vi) reverse engineer, disassemble, decompile, translate, or otherwise seek to obtain or derive the source code, underlying ideas, algorithms, file formats or non-public APIs to any Formulayt Service (including Formulayt Code), except to the extent expressly permitted by applicable law and then only upon advance notice to Formulayt; (vii) break or circumvent any security measures or rate limits for Formulayt Services; (viii) distribute any portion of the Formulayt Service other than the Formulayt Code installed in Customer Sites as specifically permitted above; or (ix) remove or obscure any proprietary or other notices contained in the Formulayt Service including in any reports or output obtained from the Formulayt Service.
4. **Test Releases and Free Access Subscriptions.** Formulayt may provide Customer with a Formulayt Service or Formulayt Code for free or on a trial basis (a "Free Access Subscription") or limited access to certain Formulayt Services, Formulayt Code, integrations or features for testing purposes ("Test Releases"). This Section will apply to any Free Access Subscription or Test Release (even if a Test Release is provided for a fee or counts towards Customer's Scope of Use allocations) and supersedes any contrary provision in this Agreement. Formulayt may use good faith efforts in its discretion to assist Customer with Free Access Subscriptions or Test Releases. Nevertheless, and without limiting the other disclaimers and limitations in this Agreement, CUSTOMER AGREES THAT ANY FREE ACCESS SUBSCRIPTION OR TEST RELEASE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT ANY WARRANTY, SUPPORT, MAINTENANCE, STORAGE, SERVICE LEVEL AGREEMENT OR INDEMNITY OBLIGATIONS OF ANY KIND. WITH RESPECT TO TEST RELEASES, CUSTOMER FURTHER ACKNOWLEDGES AND AGREES THAT TEST RELEASES MAY NOT BE COMPLETE OR FULLY FUNCTIONAL AND MAY CONTAIN BUGS, ERRORS, OMISSIONS AND OTHER PROBLEMS FOR WHICH FORMULAYT WILL NOT BE RESPONSIBLE. ACCORDINGLY, ANY USE OF A TEST RELEASE IS AT CUSTOMER'S SOLE RISK. Formulayt makes no promises that future versions of a Test Release will be released or will be available under the same commercial or other terms. Formulayt may terminate Customer's right to use any Free Access Subscription or Test Release at any time for any reason or no reason at Formulayt sole discretion, without liability.
5. **CUSTOMER DATA.**

1. **Rights in Customer Data.** As between the parties, Customer retains all rights, title and interest (including any intellectual property rights) in and to the Customer Data, all Customer Properties and all content contained therein (excluding any Formulayt Technology). Customer hereby grants Formulayt a non-exclusive, sublicensable, worldwide, royalty-free right and license to collect, use, copy, store, transmit, modify and create derivative works of the Customer Data solely to the extent necessary to provide the Formulayt Service, the Professional Services and related services to Customer and as otherwise provided below. For Content, this includes the right to publicly display and perform Content and the Customer Properties (including derivative works and modifications) as directed by Customer through the Formulayt Service. For avoidance of doubt, Customer retains ownership of any Confidential Information it provides to Formulayt.
2. **Aggregate/Anonymous Data.** Customer agrees that Formulayt will have the right to generate Aggregate/Anonymous Data. Notwithstanding anything to the contrary herein, the parties agree that Aggregate/Anonymous Data is Formulayt Technology, which Formulayt may use for any business purpose during or after the term of this Agreement (including without limitation to develop and improve Formulayt products and services and to create and distribute reports and other materials). Formulayt will not distribute Aggregate/Anonymous Data in a manner that personally identifies Customer or its Visitors.
3. **Security.** Formulayt agrees to maintain technical and organizational measures designed to secure its systems from unauthorized access, use or disclosure. These measures will include: (i) storing Customer Data on servers located in a physically secured location and (ii) using firewalls, access controls and similar security technology designed to protect Customer Data from unauthorized disclosure. Formulayt takes no responsibility and assumes no liability for any Customer Data other than under Appendix B and its express security obligations in this Section.
4. **Storage.** Formulayt does not provide an archiving service. During the Subscription Term, Customer acknowledges that Formulayt may delete Content no longer in active use. Formulayt expressly disclaims all other obligations with respect to storage. Additional storage terms may be specified in the applicable Service-Specific Terms.
6. **CUSTOMER OBLIGATIONS.** Customer agrees to: (i) maintain a legally-adequate privacy policy on its Customer Properties and provide all required disclosures to its Visitors; (ii) obtain all necessary rights, releases and consents to allow Customer Data to be collected, used and disclosed in the manner contemplated by this Agreement and to grant Formulayt the rights herein; (iii) use the Formulayt Services in compliance with Formulayt then-current Acceptable Use Policy; (iv) not submit, collect or use any Regulated Data to or with the Formulayt Service (including from Third Party Products) except where expressly permitted by the Service-Specific Terms; (v) comply with any third party terms applicable to any Customer Properties and to Third Party Products used in connection with the Formulayt Service or the Professional Services; (vi) not take any action that would cause Formulayt, the Formulayt Service or the Formulayt Code to become subject to any third party terms (including open source license terms); (vii) comply with all applicable laws in connection with its use and receipt of the Formulayt Service and Professional Services. Customer represents and warrants that its Customer Properties and the collection, use and disclosure of Customer Data will not violate third party rights, including intellectual property, privacy and publicity rights. If Customer receives any take down requests or infringement notices related to Customer Data or its use of Third Party Products, it must promptly stop using these items with the Formulayt Services and notify Formulayt. Formulayt's ability to deliver services will depend on Customer's reasonable and timely cooperation and the accuracy and completeness of any

information from Customer needed to deliver the services. Formulayt reserves the right to monitor the Customer's use of the Formulayt Services and Professional Services to ensure compliance with this Agreement.

7. SERVICES.

1. **Formulayt Service.** Formulayt shall provide the Formulayt Service with reasonable care and skill in accordance with the terms of this Agreement.
2. **Support.** Formulayt makes available web-based support through its website (currently available at <https://formulayt.com/help-centre>). Additional support services may be available to Customer upon payment of applicable fees (if any), as specified in Customer's Order Form. Any support services are subject to this Agreement and Formulayt's applicable support policies. For routine or urgent issues, tickets should be raised using the Formulayt support system or emailing support@formulayt.com. Tickets will be responded to within one working day and prioritized. For critical issues that occur outside of UK business hours the following emergency telephone number can be used +447801256033. This number is for admin or platform owner use only. Formulayt shall resolve issues with the Formulayt Service in accordance with the Service Level Agreement detailed in Appendix A below.
3. **Implementation.** Formulayt may also provide onboarding, deployment and other implementation services under this Agreement. The scope, pricing (if any) and other terms for these additional services will be set forth in an Order Form, Order Form exhibit or other document referencing this Agreement. Customer may use anything delivered as part of these additional services internally during its Subscription Term to support its authorized use of the Formulayt Service, subject to the restrictions in Section 4 (Use Rights) above applicable to the Formulayt Service itself.
4. **Professional Services.** Formulayt shall perform the Professional Services with reasonable care and skill. The specific deliverables, objectives, tasks, timelines, and responsibilities related to these Professional Services will be outlined in the applicable SOW. The Professional Services will commence on the date of the SOW and will continue until the Professional Services are completed or until the set date as defined in the SOW (as applicable). Customer is required to provide reasonable and timely cooperation and accurate and complete information to facilitate the delivery of Professional Services. Formulayt and its licensors shall retain all right, title and interest in the Professional Services, including all outputs, deliverables and materials of the Professional Services. Any outputs, deliverables, or materials provided as part of the Professional Services shall be used solely by Customer internally during the Subscription Term. Any dates set out in SOWs are estimates only unless otherwise agreed by the Parties in writing. All Professional Services are subject to the terms of this Agreement and any additional terms specified in the relevant SOW.

8. FEES AND PAYMENT.

1. Customer agrees to pay all fees outlined in an Order Form, SOW and this Agreement in within thirty (30) days of the invoice date, unless a different payment period is specified in the applicable Order Form or SOW. Formulayt's fees are exclusive of all taxes, and Customer must pay any applicable sales, use, VAT, GST, excise, withholding or similar taxes or levies, whether domestic or foreign, other than taxes based on the income of Formulayt. Customer will make tax payments to Formulayt to the extent amounts are included in Formulayt's invoices. Some customers may have the option to pay by credit card. If Customer is paying

by credit card, it authorizes Formulayt to charge fees and other amounts automatically to Customer's credit card without invoice.

2. Unless otherwise specified in an Order Form or Service-Specific Term, fees for the Formulayt Service are invoiced annually in advance, though overage fees (if any) as described in the applicable Order Form and Documentation shall be charged monthly in arrears. Formulayt further reserves the right to charge the Customer for any use of the Formulayt Service beyond the Scope of Use.
3. Unless otherwise specified in a SOW, fees for the Professional Services shall be invoiced on completion of the applicable SOW. If the Professional Services are provided under a bank of hours retainer, the fees shall be invoiced in advance, and the usage of hours shall be tracked and reported to the Customer periodically.
4. Payments made under this Agreement are non-refundable and non-creditable and payment obligations non-cancellable. Without prejudice to Formulayt's other rights and remedies, Formulayt reserves the right to charge interest, accruing daily, on amounts overdue under this Agreement at a rate equal to the lesser of 1.5% per month or the maximum amount allowed by law, until payment is received in full.

9. TERM AND TERMINATION.

1. Term. This Agreement is effective until all Subscription Terms for the Formulayt Service(s) have expired or are terminated as expressly permitted herein.
2. Subscription Term and Renewals. By placing an Order Form for purchase of a Formulayt Service, Customer is agreeing to pay applicable fees for the entire Subscription Term. Customer cannot cancel or terminate a Subscription Term except as expressly permitted by this Section 9.3, Section 9.4 (Termination for Cause) or a Service-Specific Term. Each Subscription Term will automatically renew for additional successive twelve-month periods (or such other period as agreed by the parties in writing) unless: (i) otherwise stated on the applicable Order Form or (ii) either party gives written notice of non-renewal at least thirty (30) days before the end of the then-current Subscription Term. If no subscription start date is specified on the applicable Order Form, the subscription starts when Customer first obtains access to the Formulayt Service. Pricing for any Subscription Term renewal, new Order Form or Order Form change will be at Formulayt's then-applicable rates.
3. Suspension of Service. Formulayt may suspend Customer's access to the Formulayt Service(s) if: (i) Customer has failed to pay any fees due under this Agreement by the due date for payment; or (ii) Customer has exceeded its Scope of Use limits. Formulayt may also suspend Customer's access to the Formulayt Service(s), remove Customer Data or disable Third Party Products if it determines that: (a) Customer has breached Sections 4 (Use Rights) or 6 (Customer Obligations) or (b) suspension is necessary to prevent harm or liability to other customers or third parties or to preserve the security, stability, availability or integrity of the Formulayt Service. Formulayt will have no liability for taking action as permitted above. For avoidance of doubt, Customer will remain responsible for payment of fees during any suspension period. However, unless this Agreement has been terminated, Formulayt will cooperate with Customer to restore access to the Formulayt Service once it verifies that Customer has resolved the condition requiring suspension.
4. Termination for Cause. Either party may terminate this Agreement, including any related Order Form, if the other party: (i) fails to cure any material breach of this Agreement (including a failure to pay fees) within thirty (30) days after written notice detailing the breach;

(ii) ceases operation without a successor; or (iii) seeks protection under any bankruptcy, receivership, trust deed, creditors' arrangement, composition or comparable proceeding, or if any such proceeding is instituted against that party (and not dismissed within sixty (60) days thereafter). Formulayt may also terminate this Agreement or any related Order Forms: (i) immediately if Customer breaches Sections 4 (Use Rights) or 6 (Customer Obligations); (ii) immediately if Customer repeatedly breaches the terms of this Agreement; or (iii) upon providing not less than seven days' written notice to Customer in the event of Customer's failure to pay any fees due under this Agreement by the due date, provided that such fees remain unpaid at the expiry of the notice period.

5. **Effect of Termination.** Upon any expiration or termination of this Agreement or an Order Form: (i) Customer's license rights shall terminate and it must immediately cease use of the applicable Formulayt Service(s) (including any related Formulayt Technology), cease distributing any Formulayt Code installed on its Customer Properties, and delete (or, at Formulayt's request, return) any and all copies of the Formulayt Code, any Formulayt documentation, passwords or access codes and any other Formulayt Confidential Information in Customer's possession, custody or control and (ii) Customer's right to access any Customer Data in the applicable Formulayt Service will cease and Formulayt may delete any such data in its possession at any time. If Formulayt terminates this Agreement for cause as provided in Section 9.4 (Termination for Cause), any payments for the remaining portion of the Subscription Term will become due and must be paid immediately by Customer. Except where this Agreement specifies an exclusive remedy, all remedies under this Agreement, including termination or suspension, are cumulative and not exclusive of any other rights or remedies that may be available to a party.
6. **Survival.** The following Sections survive any expiration or termination of this Agreement: 2 (Definitions); 3 (Account Registration and Use); 4.3 (General Restrictions); 4.4 (Test Releases and Free Access Subscriptions); 5.1 (Rights in Customer Data); 5.2 (Aggregate/Anonymous Data); 8 (Fees and Payment); 9 (Term and Termination); 10 (Confidential Information); 11 (Formulayt Technology); 12 (Indemnification); 13 (Disclaimers); 14 (Limitations of Liability); 15 (Third-Party Products and Integrations); and 16 (General).

10. CONFIDENTIAL INFORMATION.

1. **Obligation of Confidentiality.** Each party (as the receiving party) must: (i) hold in confidence and not disclose the other party's Confidential Information to third parties except as permitted by this Agreement; and (ii) use the other party's Confidential Information only to fulfill its obligations and exercise its rights under this Agreement. Each party may share the other party's Confidential Information with its employees, agents or contractors having a legitimate need to know (which, for Formulayt, includes the subcontractors referenced in Section 16.5), provided that such party remains responsible for any recipient's compliance with the terms of this Section 10 and these recipients are bound to confidentiality obligations no less protective than this Section.
2. **Exclusions.** These confidentiality obligations do not apply to (and Confidential Information does not include) information that: (i) is or becomes public knowledge through no fault of the receiving party; (ii) was known by the receiving party prior to receipt of the Confidential Information; (iii) is rightfully obtained by the receiving party from a third party without breach of any confidentiality obligation; or (iv) is independently developed by the receiving party without using the disclosing party's Confidential Information. A party may also disclose the other party's Confidential Information to the extent required by law or court order, provided it

gives advance notice (if permitted by law) and cooperates in any effort by the other party to obtain confidential treatment for the information.

11. Formulayt TECHNOLOGY.

1. **Ownership and Updates.** This is a subscription agreement for access to and use of the Formulayt Service and the Professional Services. Customer acknowledges that it is obtaining only a limited right to use the Formulayt Service and receive the Professional Services and that irrespective of any use of the words “purchase”, “sale” or similar terms, no ownership rights are transferred to Customer under this Agreement. Customer agrees that Formulayt (or its suppliers) retains all rights, title and interest (including all intellectual property rights) in and to all Formulayt Technology (which is deemed Formulayt's Confidential Information) and reserves any licenses not specifically granted herein. Other than the Formulayt Code, the Formulayt Service is offered as an on-line, hosted product. Accordingly, Customer acknowledges and agrees that it has no right to obtain a copy of the software behind any Formulayt Service and that Formulayt at its option may make updates, bug fixes, modifications or improvements to the Formulayt Service from time-to-time without notice.
2. **Feedback.** If Customer elects to provide any suggestions, comments, improvements, information, ideas or other feedback or related materials to Formulayt (collectively, “Feedback”), Customer hereby grants Formulayt a worldwide, perpetual, nonrevocable, sublicensable, royalty-free right and license to use, copy, disclose, license, distribute and exploit any such Feedback in any manner without any obligation, payment or restriction based on intellectual property rights or otherwise. Nothing in this Agreement limits Formulayt's right to independently use, develop, evaluate or market products, whether incorporating Feedback or otherwise.

12. INDEMNIFICATION.

Customer will indemnify and hold Formulayt harmless from and against any third-party claims and related costs, damages, liabilities and expenses (including reasonable attorney's fees) arising from or pertaining to any Customer Data, Customer Property (including services or products provided through such property), or breach or alleged breach of Section 6 (Customer Obligations). Customer also agrees to defend Formulayt against these claims at Formulayt's request, but Formulayt may participate in any claim through counsel of its own choosing and the parties will reasonably cooperate on any defense. Customer must not settle any claim without Formulayt's prior written consent if the settlement does not fully release Formulayt from liability or would require Formulayt to admit fault, pay any amounts or take or refrain from taking any action.

Formulayt shall indemnify and hold the Customer harmless from and against any claims brought by a third party against Customer (including all losses, liabilities, damages, costs, and expenses (including reasonable legal costs and disbursements) finally awarded by a court of competent jurisdiction or agreed in a settlement) arising out of such claim alleging that the Customer's use of the Formulayt Services infringes the third party's intellectual property rights, provided that: (a) Customer notifies Formulayt in writing of the claim promptly upon becoming aware of it and in any event no later than 14 days after the claim is made against it; (b) Customer provides all information and assistance reasonably requested by Formulayt in defence of the claim at Formulayt's reasonable cost; (c) Formulayt is given sole authority to defend and settle the claim; and (d) the claim does not arise from (i) Customer's unauthorised modification of the Formulayt Services, (ii) Customer's use of the Formulayt Services in breach of this Agreement, (iii) Customer's combination of the Formulayt Services with any third-party products not supplied or approved by Formulayt; or (iv) Customer Data, Customer Sites or Customer Properties.

13. **DISCLAIMERS.** ALL FORMULAYT TECHNOLOGY, PROFESSIONAL SERVICES AND RELATED SERVICES ARE PROVIDED “AS IS” AND ON AN “AS AVAILABLE” BASIS. NEITHER FORMULAYT NOR ITS SUPPLIERS MAKE ANY WARRANTIES, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY, TITLE, FITNESS FOR A PARTICULAR PURPOSE OR NONINFRINGEMENT. FORMULAYT MAKES NO REPRESENTATION, WARRANTY OR GUARANTEE THAT FORMULAYT TECHNOLOGY WILL MEET CUSTOMER’S REQUIREMENTS OR EXPECTATIONS, THAT CUSTOMER DATA WILL BE ACCURATE, COMPLETE OR PRESERVED WITHOUT LOSS, OR THAT FORMULAYT TECHNOLOGY WILL BE TIMELY, SECURE, UNINTERRUPTED OR ERROR-FREE. FORMULAYT DOES NOT GUARANTEE THAT SECURITY MEASURES WILL BE ERROR-FREE AND WILL NOT BE RESPONSIBLE OR LIABLE FOR UNAUTHORIZED ACCESS BEYOND ITS REASONABLE CONTROL. FORMULAYT WILL NOT BE RESPONSIBLE OR LIABLE IN ANY MANNER FOR ANY CUSTOMER PROPERTIES, THIRD PARTY PRODUCTS, THIRD PARTY CONTENT, OR NON-FORMULAYT SERVICES (INCLUDING FOR ANY DELAYS, INTERRUPTIONS, TRANSMISSION ERRORS, SECURITY FAILURES, AND OTHER PROBLEMS CAUSED BY THESE ITEMS), FOR REGULATED DATA RECEIVED FROM CUSTOMER IN BREACH OF THIS AGREEMENT, FOR THE COLLECTION, USE AND DISCLOSURE OF CUSTOMER DATA AUTHORIZED BY THIS AGREEMENT, OR FOR DECISIONS OR ACTIONS TAKEN (OR NOT TAKEN) BY CUSTOMER BASED UPON FORMULAYT TECHNOLOGY OR FORMULAYT’S RELATED SERVICES (INCLUDING CHANGES TO CUSTOMER PROPERTIES). THE DISCLAIMERS IN THIS SECTION SHALL APPLY TO THE MAXIMUM EXTENT NOT PROHIBITED BY APPLICABLE LAW, NOTWITHSTANDING ANYTHING TO THE CONTRARY HEREIN. CUSTOMER MAY HAVE OTHER STATUTORY RIGHTS. HOWEVER, ANY STATUTORILY REQUIRED WARRANTIES UNDER APPLICABLE LAW, IF ANY, SHALL BE LIMITED TO THE SHORTEST PERIOD AND MAXIMUM EXTENT PERMITTED BY LAW.
14. **LIMITATIONS OF LIABILITY.** TO THE MAXIMUM EXTENT NOT PROHIBITED BY APPLICABLE LAW, IN NO EVENT WILL FORMULAYT OR ITS SUPPLIERS BE LIABLE TO CUSTOMER ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT FOR ANY LOSS OF USE, LOST OR INACCURATE DATA, INTERRUPTION OF BUSINESS, LOST PROFITS, COSTS OF DELAY, REPUTATIONAL HARM, OR ANY INDIRECT, SPECIAL, INCIDENTAL, COVER, RELIANCE OR CONSEQUENTIAL DAMAGES OF ANY KIND, HOWEVER CAUSED, EVEN IF INFORMED IN ADVANCE OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT WILL FORMULAYT’S TOTAL LIABILITY TO CUSTOMER ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), BREACH OF STATUTORY DUTY OR OTHERWISE, EXCEED IN AGGREGATE THE AMOUNT ACTUALLY PAID OR PAYABLE BY CUSTOMER TO FORMULAYT FOR THE APPLICABLE FORMULAYT SERVICE, PROFESSIONAL SERVICES AND RELATED SERVICES IN THE TWELVE (12) MONTHS PRECEDING THE CLAIM. NOTWITHSTANDING THE FOREGOING, FOR FREE ACCESS SUBSCRIPTIONS OR TEST RELEASES PROVIDED WITHOUT CHARGE, FORMULAYT’S TOTAL LIABILITY TO CUSTOMER ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), BREACH OF STATUTORY DUTY OR OTHERWISE, SHALL NOT EXCEED IN AGGREGATE FIFTY POUNDS STERLING (£50 GBP). NOTWITHSTANDING THE FOREGOING, NONE OF THE LIMITATIONS IN THIS SECTION 14 EXCLUDES EITHER PARTY’S LIABILITY FOR FRAUD OR FOR DEATH OR PERSONAL INJURY TO THE EXTENT CAUSED BY A PARTY’S NEGLIGENCE. IN ADDITION, THE LAWS IN SOME JURISDICTIONS MAY NOT ALLOW SOME OF THE LIMITATIONS OF LIABILITY IN THIS SECTION. IF ANY OF THESE LAWS IS FOUND TO APPLY TO THIS AGREEMENT, THIS SECTION 14 SHALL APPLY TO THE MAXIMUM

EXTENT NOT PROHIBITED BY SUCH LAW. EACH PARTY ACKNOWLEDGES AND AGREES THAT THIS SECTION 14 IS A FUNDAMENTAL BASIS OF THE BARGAIN AND A REASONABLE ALLOCATION OF RISK BETWEEN THE PARTIES AND WILL SURVIVE AND APPLY TO ANY CLAIMS ARISING OUT OF OR RELATED TO THIS AGREEMENT, ANY FORMULAYT TECHNOLOGY OR ANY RELATED SERVICES, REGARDLESS OF THE THEORY OF LIABILITY (CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE), EVEN IF ANY LIMITED REMEDY IN THIS AGREEMENT IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE.

15. **THIRD PARTY PRODUCTS AND INTEGRATIONS.** If Customer uses Third Party Products in connection with the Formulayt Services, those products may make Third Party Content available to Customer and may access Customer's instance of the Formulayt Service, including Customer Data. Formulayt does not warrant or support Third Party Products or Third Party Content (whether or not these items are designated by Formulayt as "powered", "verified" or otherwise) and disclaims all responsibility and liability for these items and their access to the Formulayt Services, including their modification, deletion, disclosure or collection of Customer Data. Formulayt is not responsible in any way for Customer Data once it is transmitted, copied or removed from the Formulayt Services. The client is responsible for ensuring that platforms receiving data (including but not limited to form submission data) are correctly configured to receive and store such data appropriately.

16. GENERAL

1. **Data Processing.** Save where the Parties have agreed other written terms in connection with the handling, transferring and processing of personal data, the Parties shall comply at all times with the provisions of Appendix B in connection with handling, transferring and processing of personal data under this Agreement.
2. **Assignment.** This Agreement will bind and inure to the benefit of each party's permitted successors and assigns. Neither party may assign this Agreement without the advance written consent of the other party, except that Formulayt may assign this Agreement without consent to an affiliate or in connection with a merger, reorganization, acquisition or other transfer of all or substantially all of its assets or voting securities. Any attempt to transfer or assign this Agreement except as expressly authorized under this Section 16.2 will be null and void.
3. **Notices.** Any notice or communication under this Agreement must be in writing. Customer must send any notices under this Agreement (including breach notices) to Formulayt at the following address, support@Formulayt.com, and include "Attn. Legal Department" in the subject line. Formulayt may send notices to the email addresses on Customer's account or, at Formulayt option, to Customer's last-known postal address. Formulayt may also provide operational notices regarding the Formulayt Service or other business-related notices through conspicuous posting of such notice on Formulayt's website or the Formulayt Service. Each party hereby consents to receipt of electronic notices. Formulayt is not responsible for any automatic filtering Customer or its network provider may apply to email notifications.
4. **Publicity.** Unless otherwise specified in the applicable Order Form, Formulayt may use Customer's name, logo and marks (including marks on Customer Properties) to identify Customer as an Formulayt customer on Formulayt's website and other marketing materials.
5. **Subcontractors.** Formulayt may use subcontractors and permit them to exercise the rights granted to Formulayt in order to provide the Formulayt Service, Professional Services and

related services under this Agreement. These subcontractors may include, for example, Formulayt's hosted service and CDN providers. However, subject to all terms and conditions herein, Formulayt will remain responsible for: (i) compliance of its subcontractors with the terms of this Agreement; and (ii) the overall performance of the Formulayt Services if and as required under this Agreement.

6. Subpoenas. Nothing in this Agreement prevents Formulayt from disclosing Customer Data to the extent required by law, subpoenas, or court orders, but Formulayt will use commercially reasonable efforts to notify Customer where permitted to do so.
7. Independent Contractors. The parties to this Agreement are independent contractors, and this Agreement does not create a partnership, joint venture, employment, franchise, or agency relationship. Neither party has the power to bind the other or incur obligations on the other party's behalf without the other party's prior written consent.
8. Force Majeure. Neither party will be liable for any delay or failure to perform its obligations under this Agreement (except payment obligations) if the delay or failure is due to causes beyond its reasonable control, such as a strike, blockade, war, act of terrorism, riot, natural disaster, failure or reduction of power or telecommunications or data networks or services, or government act.
9. Export. Customer is responsible for obtaining any required export or import authorizations for use of the Formulayt Services. Customer represents and warrants that it, its affiliates, and its Authorized Users are not on any United Kingdom government list of prohibited or restricted parties or located in (or a national of) a country subject to a United Kingdom government embargo or that has been designated by the United Kingdom government as a "terrorist supporting" country. Customer must not access or use the Formulayt Service in violation of any United Kingdom export embargo, prohibition or restriction.
10. Amendments; Waivers. Formulayt may update or modify this Agreement (including any Service-Specific Terms, referenced policies and other documents) from time to time on at least 30 days' notice. If Formulayt modifies the Agreement during Customer's Subscription Term, the modified version will take effect upon Customer's next Subscription Term renewal, except that: (i) changes to the policies referenced herein (such as the Acceptable Use Policy) will take effect thirty (30) days from the date of posting; (ii) if Formulayt launches new products or optional features that require opt-in acceptance of new terms, those terms will apply upon Customer's acceptance; and (iii) any updated or modified Agreement will take effect immediately for Free Access Subscriptions or if Customer accepts new Order Forms or Order Form changes following the modification. Customer may be required to click through the updated Agreement to show acceptance; in any event, continued use of Free Access Subscriptions or any renewal of a Subscription Term following the update shall constitute acceptance of the updated Agreement. If Customer does not agree to the updated Agreement after it takes effect, Customer will no longer have the right to use the Formulayt Service. Except as otherwise described in this Section, any modification or amendment to this Agreement must be made in writing and signed by a duly authorized representative of each party (each in its discretion). No waiver will be implied from conduct or failure to enforce or exercise rights under this Agreement. Waivers must be made in writing and executed by a duly authorized representative of the waiving party.
11. Severability. If any provision of this Agreement is found by any court of competent jurisdiction to be unenforceable or invalid, that provision will be limited to the minimum extent necessary so that this Agreement may otherwise remain in effect.

12. No Third Party Rights. Nothing in this Agreement confers on any third party the right to enforce any provision of this Agreement. Customer acknowledges that each Order Form only permits use by and for the legal entity or entities identified in the Order Form and not any affiliated entities.
13. Attorneys' Fees and Costs. The substantially prevailing party in any action to enforce this Agreement will be entitled to recover its reasonable attorneys' fees and costs for the action.
14. Entire Agreement. This Agreement and the agreements and documents it references represent the parties' complete and exclusive understanding relating to the Agreement's subject matter. It supersedes all prior or contemporaneous oral or written communications, proposals and representations with respect to the Formulayt Technology or any other subject matter covered by this Agreement. The terms of the United Nations Convention on Contracts for the Sale of Goods do not apply to this Agreement. Any terms provided by Customer (including as part of any purchase order or other business form used by Customer) are for administrative purposes only, and have no legal effect.
15. Governing Law; Jurisdiction and Venue. This agreement shall be governed by and construed in accordance with English law and each party agrees to submit to the exclusive jurisdiction of the courts of England and Wales.

APPENDIX A

SERVICE LEVEL AGREEMENT

1. General. The service levels described below (“Service Levels”) are non-inclusive measures of whether the Formulayt Service meet the requisite levels and standards under the Agreement. The Service Levels are key indicators of performance but do not cover all aspects of such Services and are only a few of many indicators relevant to whether the requisite levels and standards under the Agreement are met. Formulayt will meet or exceed the Service Levels. A “Service Level Failure” will occur when Formulayt fails to meet a Service Level. The provision of “Service Failure Credits” shall be the sole and exclusive remedy of Customer under the Agreement and at law and in equity.
2. Service Failure Credit Methodology. Service Failure Credits will be calculated based upon Formulayt’s performance relative to the Service Levels described in this Appendix A. Service Failure Credits will be determined on the following basis: (a) each month, twenty percent (20%) of all fees accrued or charged to Customer for the Formulayt Service (or, where the Customer is not charged for the Formulayt Service on a monthly basis, the pro-rata monthly portion of the total fees for the subscription term calculated by dividing such fees by the number of months in that term, with adjustments for any partial months), excluding permitted out-of-pocket expenses but not excluding Service Failure Credits credited will constitute a pool of “Revenue at Risk” available as Service Failure Credits; (b) the percentage of the Revenue at Risk available to be applied as a Service Failure Credit with respect to each Service Level (“Service Failure Credit Allocations”) is set out in Section 7 below; and (c) Customer shall be entitled, based upon the Service Failure Credit Allocations, to Service Failure Credits if Service Level Failures occur in any calendar month. Service Levels shall be measured on a monthly basis unless otherwise indicated. Customer shall not be entitled to Service Failure Credits if Formulayt is without fault in causing the Service Level Failure, the Service Level Failure arises out of a cause beyond the reasonable control of Formulayt, and the Service Level Failure could not have been prevented by Formulayt’s use of reasonable precautions or circumvented by reasonable workarounds that Formulayt could have implemented.
3. Application of Service Failure Credits. Formulayt shall track its performance and calculate any amount that Customer is entitled to as Service Failure Credits. On reasonable request, Formulayt will provide to Customer performance reports which specify any performance failures and application of Service Failure Credits. Formulayt shall credit all Service Failure Credits towards the next invoice for the Formulayt Service or, if Customer elects to terminate such Formulayt Service in accordance with Section 9(4) of the Agreement, Formulayt shall promptly provide the Service Failure Credits in the form of a refund. In the event of non-renewal of the Formulayt Service or any other form of termination of the Agreement, any unused Service Failure Credits that have not been applied or refunded shall be deemed forfeited, unless otherwise agreed in writing by the parties.
4. Remedial Measures. Regardless of whether Service Failure Credits apply, if Formulayt fails to meet a Service Level in a particular instance, it will take prompt corrective action and, as requested by Customer, periodically report on the progress of such actions to Customer.

5. Service Levels. The Formulayt Service performed by Formulayt shall be subject to the following Service Levels, as further described in Section 6 below: (a) Time to Acknowledge, (b) Time to Respond, (c) Problem Resolution (d) Service Availability, (e) Service Response Time,.
6. Service Levels, Definitions.
 1. (a) "Time to Acknowledge" shall be measured as the number of Tickets that Formulayt responds to within the Time to Acknowledge metric during a month, divided by the total number of such Tickets opened during the month, with the result expressed as a percentage. Time to Acknowledge begins when the Ticket is received by Formulayt and ends at the time that Formulayt contacts the end user to acknowledge receipt of the Ticket. "Ticket" means service-level tickets raised in relation to critical issues impacting Service Availability, excluding non-critical issues, feature requests, and other matters not directly affecting the availability of the Formulayt Service.
 - (b) "Time to Respond" shall be measured as the number of Tickets that Formulayt responds to within the Time to Respond metric during a month, divided by the total number of such Tickets opened during the month, with the result expressed as a percentage. Time to Respond begins when the Ticket is received by Formulayt and ends at the time that Formulayt agrees there is a problem and notifies the end user that it is working on a solution.
 - (c) "Problem Resolution" shall be measured as the number of Tickets that Formulayt actually resolved within the Problem Resolution metric during a month, divided by the total number of Tickets opened during the month, with the result expressed as a percentage. Problem Resolution begins when a Ticket is received by Formulayt and ends when the problem has been resolved by Formulayt.
 - (d) "Service Availability" shall be measured for the Formulayt Service to determine if it is available to Customer on a 24 x 7 x 365 days basis and is functioning normally in all other material respects. Service Availability shall be measured on a calendar monthly basis and calculated as follows: the sum of (i) the number of minutes the Formulayt Service is fully available during each calendar month; plus (ii) the number of Excluded Minutes for such month, divided by the total number of minutes in the calendar month.
 - (e) "Service Response Time" shall be measured as the amount of time taken for the applicable Formulayt Service to return all data responsive to the end user's request commencing from the time the end user presses the enter key (or other relevant keystroke) to transmit the request to the Formulayt Service. "Excluded Minutes" means any minutes during the applicable calendar month when a Formulayt Service is not fully available due to: (i) scheduled routine maintenance; (ii) Customer's acts or omissions; and/or (iii) suspensions permitted under the Agreement. Customer is to be notified of scheduled maintenance for each contract year at least thirty (30) days in advance. In no event may scheduled maintenance exceed five (5) hours per month.
7. Service Level Metrics. The following metrics shall apply to the Service Levels:

METRIC	PERMITTED TIME	SERVICE LEVEL	SERVICE FAILURE CREDIT ALLOCATION
Time To Acknowledge	15 minutes or less	99%	5%
Time To Respond	1 business day	99%	10%
Problem Resolution	2 business days	99%	20%
Service Availability: Formulayt client side script and gate rendering (app.Formulayt)	N/A	99.9%	30%
Service Availability: Formulayt gate management website (admin.Formulayt)	N/A	99.5%	30%
Service Response Time: Formulayt clientside script (app.Formulayt)	1 minute or less	99.5%	5%

Example. The following example indicates how the Service Failure Credit model works: In a month, Formulayt breaches two (2) Service Levels which have Service Failure Credit Allocations of 20% and 10%, respectively. The Monthly Fee is £10,000. The Revenue at Risk equals 20% of the monthly Fee, or £2,000. The total amount of Service Failure Credits incurred by Formulayt and to be credited towards the invoice for the next month is calculated as follows:

$30\% (20\% + 10\%) \times £2,000 (20\% \text{ of } £10,000) = £600.$

Termination. Customer may terminate the Agreement, in whole or in part, in the event Formulayt fails to meet any of the Service Levels three (3) times in any consecutive six (6) month period.

APPENDIX B

DATA PROCESSING

1. The following definitions shall apply in this Appendix B:
 1. **Applicable Data Protection Laws:** any and all laws, regulations, and regulatory requirements, as amended or replaced from time to time, applicable to the processing, privacy, security, or protection of Personal Data, including without limitation: (a) the UK General Data Protection Regulation ("UK GDPR") and the Data Protection Act 2018; (b) the EU General Data Protection Regulation (Regulation (EU) 2016/679) ("EU GDPR") and local legislation implementing or supplementing the same within the European Economic Area; and (c) any other applicable laws, regulations, or international treaties that govern the handling, processing, or security of Personal Data in any jurisdiction relevant to the Agreement.
 2. **Data Controller, Data Processor, Data Subject, and Personal Data** have the meanings as defined in the Applicable Data Protection Laws.
2. Customer and Formulayt will comply with all applicable requirements of the Applicable Data Protection Laws. This Appendix B is in addition to, and does not relieve, remove, or replace, a party's obligations under the Applicable Data Protection Laws.
3. Customer and Formulayt acknowledge that, for the purposes of the Applicable Data Protection Laws, Customer is the Data Controller and Formulayt is the Data Processor. The following table sets out the scope, nature, and purpose of processing by Formulayt, the duration of the processing, the types of Personal Data, and the categories of Data Subject.

Data Processing Details	
Subject-matter	The processing of Personal Data resulting from the provision of the Formulayt Service and Professional Services by Formulayt under this Agreement.
Nature and purpose	The Personal Data will be processed in the course of the operation of the Formulayt Service and Professional Services.
Duration	The duration of this Agreement.
Types of personal data	Customer's employees, agents and/or contractors – Name, Contact Information. Leads and or potential clients of Customer – Name, Contact Information, Business Card Details, Online Identifier (IP address), Online Activities (form interaction, content consumption, web session referral information), Country.
Categories of Data Subject	Customer's employees, agents and/or contractors Leads and or potential clients of Customer

4. Without prejudice to the generality of paragraph 2 of this Appendix, Formulayt shall, in relation to any Personal Data processed in connection with the performance by Formulayt of its obligations under this Agreement:

1. process that Personal Data only on Customer's written instructions unless Formulayt is required by Applicable Data Protection Laws to otherwise process that Personal Data. Where Formulayt is relying on Applicable Data Protection Laws as the basis for processing Personal Data, Formulayt shall promptly notify Customer of this before performing the processing required by Applicable Data Protection Laws unless the Applicable Data Protection Laws prohibit Formulayt from so notifying Customer;
2. ensure that Formulayt has in place appropriate technical and organisational measures to protect against unauthorised or unlawful processing of Personal Data and against accidental loss or destruction of, or damage to, Personal Data, appropriate to the harm that might result from the unauthorised or unlawful processing or accidental loss, destruction, or damage and the nature of the data to be protected, having regard to the state of technological development and the cost of implementing any measures (those measures may include, where appropriate, pseudonymising and encrypting Personal Data, ensuring confidentiality, integrity, availability, and resilience of its systems and services, ensuring that availability of and access to Personal Data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of the technical and organisational measures adopted by Formulayt);
3. not transfer any Personal Data outside the United Kingdom or the EEA unless the following conditions are fulfilled:
 - (i) Customer or Formulayt has provided appropriate safeguards in relation to the transfer;
 - (ii) the Data Subject has enforceable rights and effective legal remedies;
 - (iii) Formulayt complies with its obligations under the Applicable Data Protection Laws by providing an adequate level of protection to any Personal Data that is transferred;
 - (iv) Formulayt complies with reasonable instructions notified to Formulayt in advance by Customer with respect to the processing of the Personal Data;
4. assist Customer, at Customer's cost, in responding to any request from a Data Subject and in ensuring compliance with Customer's obligations under the Applicable Data Protection Laws with respect to security, breach notifications, impact assessments, and consultations with supervisory authorities or regulators;
5. notify Customer without undue delay on becoming aware of a Personal Data breach;
6. at Customer's written direction, delete or return Personal Data and copies thereof to Customer on termination of the Agreement unless required by Applicable Data Protection Laws to store the Personal Data;
7. maintain complete and accurate records and information to demonstrate Formulayt's compliance with this Appendix B and allow for reasonable audits by Customer or Customer's designated auditor (provided Customer provides Formulayt with at least 30 working days' prior written notice of any such audit and carries out no more than one such audit every calendar year. For the avoidance of doubt the term "audit" in this Appendix B shall mean remote access to documents only);
8. inform Customer if, in Formulayt's opinion, Customer's instructions infringe Applicable Data Protection Laws;

5. Customer hereby provides its prior, general authorisation for Formulayt to appoint sub-processors to process Personal Data (including Customer Data), provided that Formulayt:
 1. ensures that the terms on which Formulayt appoints such processors comply with Applicable Data Protection Laws;
 2. remains responsible for the acts and omissions of any such processor as if they were the acts and omissions of Formulayt; and
 3. informs Customer of any intended changes concerning the addition or replacement of the processors at least 20 working days in advance, thereby giving Customer the opportunity to object to such changes. Customer may only object to the changes where it can reasonably demonstrate that such new sub-processor would result in a material risk to the security, confidentiality, or integrity of Customer Data or a breach of Applicable Data Protection Laws. To object to changes in sub-processing, Customer must write to Formulayt describing its reasons for objection within 14 days of the notice. Formulayt will resolve the objection by changing its use of the sub-processor or by terminating the Agreement and issuing a pro-rata refund to Customer for the remainder of the Subscription Term.
6. A list of the sub-processors Formulayt uses is outlined in Annex A of this Appendix B.
7. Formulayt may, at any time on not less than 30 days' notice, revise this Appendix B by replacing it with any applicable controller-to-processor standard clauses or similar terms forming part of an applicable certification scheme (which shall apply when replaced by attachment to this Agreement).

ANNEX A

APPROVED SUB-PROCESSORS

Sub-processor's name and address	Subject matter and nature of the Processing by Sub-processor
Heroku (from Salesforce) www.heroku.com	Main application platform. Client marketing data: When configured (Formulayt is configured for each client and configuration can be updated by client): client marketing data may pass through Formulayt's application server for the purposes of pre-population (via API connection to client's marketing platform), or for form submissions (to client's chosen receiving platform). Data is not stored (pass-through only). Data is encrypted during transit (TLS encryption) Formulayt user data: Login data (including email address) of Formulayt users is stored encrypted during transit and rest (AES-256 encryption). Login session also stores IP and Geo-location of user.
Google Cloud Platform cloud.google.com	Reporting platform and database backups. Anonymous data for reporting: Anonymous session information for reporting. Contains country location of visit sessions and no PII. Backup of Formulayt user data: Login data (including email address) of Formulayt users is stored encrypted during transit and rest (AES-256 encryption). Login session also stores IP and Geo-location of user. Does not store client marketing data.
Rollbar rollbar.com	Diagnostic component for Formulayt admin website. Formulayt user data: Stores visit information of web sessions to app.formulayt.com. This includes IP and Country.
SimpleBackups simplebackups.com	Backup transfer provider. Moves data from application platform (Heroku) to Google Cloud Platform. All data is encrypted during transit (AES-256 encryption). Does not transfer client marketing data.

ip-api.com	API service to convert IP address to Country value.
	Does not store any value.
ip-api.com	Requests are encrypted in transit (TLS encryption).