

# Terms and Agreement

 [www.terapage.ai](http://www.terapage.ai)

## Parties

### The Provider

Terapage, a company providing an online research platform and related services, incorporated in the United Kingdom (registration number 15076718), with its registered office at 20 Wenlock Road, London, United Kingdom, N1 7GU (“the Provider”).

### The Customer

The individual or organisation that has entered into this agreement to access and use the Terapage platform and services, identified in the order form, subscription agreement, or other related documentation associated with this agreement (“the Customer”).

## Agreement

### 1. Definitions

1. In this Agreement, except to the extent expressly provided otherwise:

**Access Credentials** means the usernames, passwords and other credentials enabling access to the Hosted Services, including both access credentials for the Terapage research platform User Interface, Terapage training platform, and access credentials for the API;

**Agreement** means this agreement, including any Schedules and any amendments to this Agreement from time to time;

**AI Systems** means machine learning and other artificial intelligence systems, tools, applications, algorithms and/or models;

**API** means the application programming interface for the Hosted Services defined by the Provider and made available by the Provider to the Customer;

**Business Day** means any weekday other than a bank or public holiday in England and Wales;

**Business Hours** means the hours of 09:00 to 18:00 GMT on a Business Day;

**Charges** means:

the amounts payable by the Customer to the Provider for access to and use of the Terapage platform and associated services, as specified in this Agreement or Proposal or Quote or as agreed between the parties in writing from time to time, including but not limited to:

### Platform Subscription Charges

The fees associated with accessing the Terapage platform, including balance top-ups, addons, standard and customised packages, as detailed in the Onboarding form, RFQ (Request For Quote) or RFP (Request For Proposal) documents or in relevant documentation.

### Research Service Charges

Fees for research services conducted or facilitated through the Terapage platform, calculated based on the scope, duration, and complexity of the research activities.

### Support Service Charges

Charges for support services calculated at the Provider's standard time-based rates (as notified to the Customer prior to the date of this Agreement or as amended from time to time), multiplied by the time spent by the Provider's personnel in delivering such support, rounded to the nearest quarter hour.

### Customised or Hosted Package Fees

Additional charges for tailored solutions or hosted services, which may vary depending on the scope and complexity of the requested customisations or hosting requirements, as agreed in writing between the parties.

### Training Services Fees

Costs for training sessions or materials provided by the Provider to enable the Customer or its representatives to use the platform or related services effectively, as specified in relevant documentation or agreed separately.

### Other Agreed Charges

Any additional amounts mutually agreed upon in writing by the parties during the term of this Agreement, including charges for enhancements, upgrades, or other supplemental services requested by the Customer.

All charges are payable in accordance with the payment terms set forth in this Agreement.

**Customer Confidential Information** means:

(a) any information disclosed by or on behalf of the Customer to the Provider during the Term OR at any time before the termination of this Agreement (whether disclosed in writing, orally, or otherwise) that at the time of disclosure:

- (i) was marked or described as "confidential"; or
  - (ii) should have been reasonably understood by the Provider to be confidential; and
- (b) the Customer Data;

<p><b>Customer Data</b></p>	<p>means all data, works and materials: uploaded to or stored on the Platform by the Customer; transmitted by the Platform at the instigation of the Customer; supplied by the Customer to the Provider for uploading to, transmission by, or storage on the Platform; or generated by the Customer using the Platform and related Services (but excluding usage data relating to the Platform and Hosted Services, and excluding server log files)</p>
<p><b>Customer Personal Data</b></p>	<p>means any Personal Data that is processed by the Provider on behalf of the Customer in relation to this Agreement, but excluding personal data with respect to which the Provider is a data controller</p>
<p><b>Data Protection Laws</b></p>	<p>means the EU GDPR, the UK GDPR, CCPA, PIPEDA, HIPPA and all other applicable laws relating to the processing of Personal Data</p>
<p><b>Documentation</b></p>	<p>means the documentation for the Hosted Services produced by the Provider and delivered or made available by the Provider to the Customer</p>
<p><b>Effective Date</b></p>	<p>means the date of execution of this Agreement</p>
<p><b>EU GDPR</b></p>	<p>means the General Data Protection Regulation (Regulation (EU) 2016/679) and all other EU laws regulating the processing of Personal Data, as such laws may be updated, amended, and superseded from time to time</p>
<p><b>UK GDPR</b></p>	<p>being the General Data Protection Regulation as incorporated into United Kingdom law under the European Union (Withdrawal) Act 2018, and the Data Protection Act 2018, as such laws may be updated, amended, or superseded from time to time</p>
<p><b>CCPA</b></p>	<p>being the California Consumer Privacy Act of 2018 and any subsequent amendments, regulations, or related laws applicable to the processing of Personal Data, as such laws may be updated, amended, or superseded from time to time</p>
<p><b>PIPEDA</b></p>	<p>being the Personal Information Protection and Electronic Documents Act and applicable provincial privacy laws in Canada, as such laws may be updated, amended, or superseded from time to time</p>
<p><b>HIPAA</b></p>	<p>being the Health Insurance Portability and Accountability Act of 1996 and any associated regulations relating to the privacy and security of Personal Data in the healthcare sector, as such laws may be updated, amended, or superseded from time to time and any other applicable data protection and privacy laws, regulations, or rules in jurisdictions relevant to the processing of Personal Data under this Agreement, as such laws may be updated, amended, or superseded from time to time.</p>
<p><b>Force Majeure Event</b></p>	<p>means an event, or a series of related events, that is outside the reasonable control of the party affected (which may include failures of the internet or any public telecommunications network, hacker attacks, denial of service attacks, virus or other malicious software attacks or infections, power failures, industrial disputes affecting any third party, changes to the law, disasters, epidemics, pandemics, explosions, fires, floods, riots, terrorist attacks, and wars)</p>
<p><b>Hosted Services</b></p>	<p>means applications, IT infrastructure components or functions that is accessed from Terapage, typically through an internet connection. Hosted services cover a wide spectrum of offerings, including web hosting, off-site backup, third-party services, and data, as updated by the Provider from time to time subject to the restrictions set out in this Terms and Agreement</p>

**Hosted Services Defect** means a defect, error, or bug in the Platform having an adverse effect OR a material adverse effect on the appearance, operation, functionality, or performance of the Hosted Services, but excluding any defect, error, or bug caused by or arising because of:

**(A)**

any act or omission of the Customer or any person authorised by the Customer to use the Platform or Hosted Services

**(B)**

any use of the Platform or Hosted Services contrary to the Documentation, whether by the Customer or by any person authorised by the Customer

**(C)**

a failure of the Customer to perform or observe any of its obligations in this Agreement

**(D)**

an incompatibility between the Platform or Hosted Services and any other system, network, application, program, hardware, or software not specified as compatible in the Onboarding form, RFQ (Request for Quote) or RFP (Request for Proposal) documents or in relevant documentation

<b>Hosted Services Specification</b>	means the specification for the Platform and Hosted Services set out in the Onboarding form, RFQ (Request for Quote) or RFP (Request for Proposal) documents or in relevant documentation.
<b>Intellectual Property Rights</b>	means all intellectual property rights wherever in the world, whether registrable or unregistrable, registered or unregistered, including any application or right of application for such rights (And these "intellectual property rights" include copyright and related rights, database rights, confidential information, trade secrets, know-how, business names, trade names, trademarks, service marks, passing off rights, unfair competition rights, patents, petty patents, utility models, semi-conductor topography rights and rights in designs)
<b>Personal Data</b>	means personal data under any of the Data Protection Laws
<b>Platform</b>	means the platform managed by the Provider and used by the Provider to provide the Hosted Services, including the application and database software for the Hosted Services, the system and server software used to provide the Hosted Services, and the computer hardware on which that application, database, system and server software is installed
<b>Schedule</b>	means any schedule attached to the main body of this Agreement
<b>Services</b>	means any services that the Provider provides to the Customer, or has an obligation to provide to the Customer, under this Agreement
<b>Support Services</b>	means support in relation to the use of, and the identification and resolution of errors in, the Hosted Services;
<b>Supported Web Browser</b>	means the current release from time to time of Microsoft Edge, Firefox, Google Chrome or Apple Safari
<b>Term</b>	means the term of this Agreement, commencing in accordance with Clause 2.1 and ending in accordance with Clause 2.2
<b>UK GDPR</b>	means the EU GDPR as transposed into UK law (including by the Data Protection Act 2018 and the Data Protection, Privacy and Electronic Communications (Amendments etc.) (EU Exit) Regulations 2019) and all other UK laws regulating the processing of Personal Data, as such laws may be updated, amended, and superseded from time to time
<b>User Interface</b>	means the interface for the Hosted Services designed to allow individual human users to access and use the Hosted Services.

## 2. Term

2. 1. This Agreement shall come into effect upon the Effective Date and shall remain in force. for the duration of any active subscription for the Provider's products and services.

2. 2. This Agreement shall continue in effect as long as the Customer maintains an active subscription, unless terminated earlier in accordance with Clause 18 or any other applicable provision of this Agreement. Upon the expiration or termination of all active subscriptions, this Agreement shall automatically terminate, subject to any provisions herein that survive termination.

## 3. Cloud Services

3. 1. Subject to and conditioned on Customer's and its Authorized Users' compliance with the terms and conditions of this Agreement and pursuant to the terms of this Agreement and the applicable Order Form(s), Onboarding form, RFQ (Request for Quote) or RFP (Request for Proposal) documents or in relevant documentation, Terapage shall provide Customer and Authorized Users:

**(i)**

access to the Software and the Cloud Services

**(ii)**

access to the approved Customized Content pursuant to the applicable Order Form(s), Onboarding form, RFQ (Request for Quote) or RFP (Request for Proposal) documents or in relevant documentation

**(iii)**

technical support at no additional charge. Fair usage policy applies and depending on the complexity of the study, the extent of technical support would be agreed in the Onboarding form, RFQ (Request for Quote) or RFP (Request for Proposal) documents or in relevant documentation

**(iv)**

hosting services that might be conducted on third-party servers

**(v)**

research services and activities

**(vi)**

Any other specific service or Customized Content pursuant to the applicable Onboarding form, RFQ (Request for Quote) or RFP (Request for Proposal) documents or in relevant documentation

**(vii)**

a commercially reasonable effort to make the Cloud Services available 24 hours a day, 7 days a week, except for scheduled downtime and force majeure

3. 2. Subject to and conditioned on Customer's and its Authorized Users' compliance with the terms and conditions of this Agreement, during the Subscription Term, Terapage shall grant Customer a non-exclusive, non-assignable, royalty free right to access and use the Cloud Services, subject to the terms of this Agreement and the applicable Onboarding form, RFQ (Request For Quote) or RFP (Request For Proposal) documents or in relevant documentation.

3. 3. In order to use the Software, Customer must have or must obtain access to the World Wide Web. Customer must provide all equipment necessary to make (and maintain) such connection to the World Wide Web during the Subscription Term.

3. 4. Terapage will not deliver copies of the Software to Customer. Terapage shall retain all ownership and all intellectual property rights to the Cloud Services and the Software, including all modifications and developments provided by the Terapage.

3. 5. Terapage reserves the right, in its sole discretion, to make any changes to the Cloud Services and the Software that it deems necessary or useful and shall notify Customer of any such changes in a reasonable timeframe and in writing, only in the event such changes might significantly impact the availability of the Software and/or the Cloud Services.

3. 6. Customer acknowledges that the Cloud Services will be performed pursuant to the Service Level Agreement.

## 4. Hosted Services

4.1. The Provider shall provide to the Customer upon the subscription effective date the Access Credentials necessary to enable the Customer to access and use the Hosted Services.

4.2. The Provider hereby grants to the Customer a worldwide, non-exclusive license to use the Hosted Services by means of the User Interface and the API for the internal business purposes of the Customer, in accordance with the Documentation during the Term of the subscription.

4.3. The license granted by the Provider to the Customer under Clause 4.2 is subject to the following limitations:

**(A)**

the User Interface may only be used through a Supported Web Browser

**(B)**

the User Interface may only be used by the research participants, researchers, officers, employees, agents, and subcontractors of the Customer as agreed in the Onboarding form, RFQ (Request for Quote) or RFP (Request for Proposal) documents or in relevant documentation

**(C)**

the User Interface may only be used by the named authorized users, providing that the Customer may change, add, or remove a designated named user in accordance with the user change procedure and quota defined by the Services and package purchased

**(D)**

the User Interface must not be used at any point in time by more than the number of concurrent users specified in in the Onboarding form, RFQ (Request for Quote) or RFP (Request for Proposal) documents or in relevant documentation, providing that the Customer may add or remove concurrent user licences in accordance with the license change procedure defined by the Hosted Services

**(E)**

the API may only be used by an application or applications approved by the Provider in writing and controlled by the Customer, or as specified in the Onboarding form, RFQ (Request for Quote) or RFP (Request for Proposal) documents or in relevant documentation.

4.4. Except to the extent expressly permitted in this Agreement or required by law on a non-excludable basis, the license granted by the Provider to the Customer under Clause 4.2 is subject to the following prohibitions:

**(A)**

the Customer must not sub-license its right to access and use the Hosted Services

**(B)**

the Customer must not permit any unauthorised person or application to access or use the Hosted Services

**(C)**

the Customer must not republish or redistribute any content or material from the Hosted Services

**(D)**

the Customer must not make any alteration to the Platform, except as permitted by the Documentation

**(E)**

the Customer must not conduct or request that any other person conduct any load testing or penetration testing on the Platform or Hosted Services without the prior written consent of the Provider.

4. 5. The Customer shall implement and maintain reasonable security measures relating to the Access Credentials to ensure that no unauthorised person or application may gain access to the Hosted Services by means of the Access Credentials.

4. 6. The Provider shall use reasonable endeavours to maintain the availability of the Hosted Services to the Customer at the gateway between the public internet and the network of the hosting services provider for the Hosted Services but does not guarantee 100% availability.

4. 7. For the avoidance of doubt, downtime caused directly or indirectly by any of the following shall not be considered a breach of this Agreement

**(A)**

a Force Majeure Event

**(B)**

a fault or failure of the internet or any public telecommunications network

**(C)**

a fault or failure of the Customer's computer systems or networks

**(D)**

any breach by the Customer of this Agreement

**(E)**

scheduled maintenance carried out in accordance with this Agreement

4. 8. The Customer must comply with Schedule 2 (Acceptable Use Policy) and ensure that all persons using the Hosted Services with the authority of the Customer or by means of the Access Credentials comply with Schedule 2 (Acceptable Use Policy).

4. 9. The Customer must not use the Hosted Services in any way that causes, or may cause, damage to the Hosted Services or Platform or impairment of the availability or accessibility of the Hosted Services.

4. 10. The Customer must not use the Hosted Services in any way that uses excessive Platform resources and as a result is liable to cause a material degradation in the services provided by the Provider to its other customers using the Platform; and the Customer acknowledges that the Provider may use reasonable technical measures to limit the use of Platform resources by the Customer for the purpose of assuring services to its customers generally.

4. 11. The Customer must not use the Hosted Services:

**(A)**

in any way that is unlawful, illegal, fraudulent, or harmful

**(B)**

in connection with any unlawful, illegal, fraudulent, or harmful purpose or activity

4. 12. For the avoidance of doubt, the Customer has no right to access the software code (including object code, intermediate code, and source code) of the Platform, either during or after the Term.

4. 13. The Provider may, where practicable, suspend the provision of the Hosted Services if any amount due to be paid by the Customer to the Provider under this Agreement is overdue, and the Provider has given to the Customer at least 30 days' written notice, following the amount becoming overdue, of its intention to suspend the Hosted Services on this basis.

## 5. Scheduled maintenance

5. 1. The Provider may from time to time suspend the Hosted Services for the purposes of scheduled maintenance to the Platform, providing that such scheduled maintenance is carried out in accordance with this Clause 5.
5. 2. The Provider shall, where practicable, give to the Customer at least five (5) Business Days' prior written notice of scheduled maintenance that will, or is likely to, affect the availability of the Hosted Services or have a material negative impact upon the Hosted Services.
5. 3. The Provider shall ensure that all scheduled maintenance is carried out outside Business Hours.
5. 4. The Provider shall ensure that, during each calendar month, the aggregate period during which the Hosted Services are unavailable because of scheduled maintenance or negatively affected by scheduled maintenance to a material degree, does not exceed five (5) hours.

## 6. Support Services

6. 1. The Provider shall provide the Support Services specified in the purchased package to the Customer during the Term of the subscription.
6. 2. The Provider shall provide the Support Services with reasonable skill and care.
6. 3. The Provider shall make available to the Customer a helpdesk.
6. 4. The Customer may use the helpdesk for the purposes of requesting and, where applicable, receiving the Support Services: and the Customer must not use the helpdesk for any other purpose.
6. 5. The Provider shall respond promptly to all requests for Support Services made by the Customer through the helpdesk.
6. 6. The Provider shall have no obligation to provide Support Services:

**(A)**

to the extent that the requested Support Services exceed the general training in the use of the Hosted Services that is provided free to the Customer via a self-service learning portal

**(B)**

in respect of any issue that could have been resolved by a competent person who had received general training in the use of the Hosted Services

**(C)**

in respect of any duplicate issues raised by or on behalf of the Customer

**(D)**

in respect of any issue caused by the improper use of the Hosted Services by or on behalf of the Customer

**(E)**

in respect of any issue caused by any alteration to the Hosted Services, or to the configuration of the Hosted Services, made without the prior written consent of the Provider.

6. 7. The Provider may suspend the provision of the Support Services if any amount due to be paid by the Customer to the Provider under this Agreement is overdue, and the Provider has given to the Customer at least 30 days' written notice, following the amount becoming overdue, of its intention to suspend the Support Services on this basis.

## 7. Customer Data

7. 1. The Customer hereby grants to the Provider a non-exclusive, worldwide license to:

**(A)**

copy, store, and transmit the Customer Data

**(B)**

edit, translate, and create derivative works of the Customer Data

**(C)**

distribute and publish the Customer Data

To the extent reasonably required for the performance of the obligations and the exercise of the rights of the Provider under this Agreement. The Customer also grants to the Provider the right to sub-license these rights to its hosting, connectivity, and related service providers strictly for this purpose and subject to any express restrictions elsewhere in this Agreement.

7. 2. The Customer hereby grants to the Provider a non-exclusive, worldwide license:

**(A)**

to use the Customer Data to create aggregated datasets concerning subject matter, providing that those aggregated datasets must not incorporate any Customer Personal Data, any other Personal Data supplied or made available by the Customer to the Provider, or any information contained in or derived from the Customer Data that identifies the Customer or that identifies any other organisation, business, or person (legal or natural); the Customer also grants to the Provider a right to sub-license these rights to sub-licensees for purposes, subject to the express restrictions elsewhere in this Agreement; and

**(B)**

insofar as the use of those aggregated datasets requires the permission of the Customer, to make unrestricted use of those aggregated datasets, including sub-licensing all or any of the rights therein to any third party or third parties.

7. 3. The Customer warrants to the Provider that the Customer Data, when used by the Provider in accordance with this Agreement, will not infringe the Intellectual Property Rights or other legal rights of any person, and will not breach the provisions of any law, statute, or regulation, in any jurisdiction and under any applicable law.

7. 4. The Provider shall create a back-up copy of the Customer Data at least daily, shall ensure that each such copy is sufficient to enable the Provider to restore the Hosted Services to the state they were in at the time the back-up was taken and shall retain and securely store each such copy for a minimum period of 30 days.

7. 5. Within the period of 1 Business Day following receipt of a written request from the Customer, the Provider shall use all reasonable endeavours to restore to the Platform the Customer Data stored in any back-up copy created and stored by the Provider in accordance with Clause 7.5. The Customer acknowledges that this process will overwrite the Customer Data stored on the Platform prior to the restoration.

## 8. Mobile Application (or Mobile Responsive Web Application)

8. 1. Where applicable, the parties acknowledge and agree that the use of the Mobile App, the parties' respective rights and obligations in relation to the Mobile App, and any liabilities of either party arising out of the use of the Mobile App shall be subject to separate terms and conditions. Accordingly, this Agreement shall not govern any such use, rights, obligations, or liabilities.

## 9. No assignment of Intellectual Property Rights

9. 1. Nothing in this Agreement shall operate to assign or transfer any Intellectual Property Rights from the Provider to the Customer, or from the Customer to the Provider.

## 10. Charges

10. 1. The Customer shall pay the Charges to the Provider in accordance with this Agreement.

10. 2. If the Charges are based in whole or part upon the time spent by the Provider performing the Services, the Provider must obtain the Customer's written consent before performing Services that result in any estimate of time-based Charges given to the Customer being exceeded or any budget for time-based Charges agreed by the parties being exceeded; and unless the Customer agrees otherwise in writing, the Customer shall not be liable to pay to the Provider any Charges in respect of Services performed in breach of this Clause 10.2.

10. 3. All amounts stated in or in relation to this Agreement are, unless the context requires otherwise, stated exclusive of any applicable value added taxes, which will be added to those amounts and payable by the Customer to the Provider.

10. 4. The Provider may elect to vary any element of the Charges by giving to the Customer not less than 30 days' written notice of the variation.

## 11. Payments

11. 1. The Provider shall issue invoices for the Charges to the Customer in advance of the period to which they relate.

11. 2. The Customer must pay the Charges to the Provider within the period of 30 days following the issue of an invoice in accordance with this Clause 11, providing that the Charges must in all cases be paid before the commencement of the period to which they relate.

11. 3. The Customer must pay the Charges by debit card, credit card, direct debit, or bank transfer (using such payment details as are notified by the Provider to the Customer from time to time).

11. 4. If the Customer does not pay any amount properly due to the Provider under this Agreement, the Provider may:

### (A)

charge the Customer interest on the overdue amount at the rate of 8% per annum above the Bank of England base rate from time to time (which interest will accrue daily until the date of actual payment and be compounded at the end of each calendar month); or

### (B)

claim interest and statutory compensation from the Customer pursuant to the Late Payment of Commercial Debts (Interest) Act 1998.

## 12. Provider's confidentiality obligations

12. 1. The Provider must:

**(A)**

keep the Customer Confidential Information strictly confidential;

**(B)**

not disclose the Customer Confidential Information to any person without the Customer's prior written consent, and then only under conditions of confidentiality approved in writing by the Customer;

**(C)**

use the same degree of care to protect the confidentiality of the Customer Confidential Information as the Provider uses to protect the Provider's own confidential information of a similar nature, being at least reasonable degree of care;

**(D)**

act in good faith always in relation to the Customer Confidential Information; and

**(E)**

not use or allow the use of any of the Customer Confidential Information for any purpose.

12. 2. Notwithstanding Clause 12.1, the Provider may disclose the Customer Confidential Information to the Provider's officers, employees, professional advisers, insurers, agents, and subcontractors who have a need to access the Customer Confidential Information for the performance of their work with respect to this Agreement and who are bound by a written agreement or professional obligation to protect the confidentiality of the Customer Confidential Information.

12. 3. This Clause 12 imposes no obligations upon the Provider with respect to:

**(A)**

Customer Confidential Information that is known to the Provider before disclosure under this Agreement and is not subject to any other obligation of confidentiality;

**(B)**

Customer Confidential Information that is or becomes publicly known through no act or default of the Provider;

**(C)**

Customer Confidential Information that is obtained by the Provider from a third party in circumstances where the Provider has no reason to believe that there has been a breach of an obligation of confidentiality; or

**(D)**

information that is independently developed by the Provider without reliance upon or use of any Customer Confidential Information.

12. 4. The restrictions in this Clause 12 do not apply to the extent that any Customer Confidential Information is required to be disclosed by any law or regulation, or by any judicial or governmental order or request, or pursuant to disclosure requirements relating to the listing of the stock of the Provider on any recognised stock exchange. If the Provider makes a disclosure to which this Clause 12.4 applies then, to the extent permitted by applicable law, the Provider shall promptly notify the Customer of the fact of the disclosure, the identity of the disclose, and the Customer Confidential Information disclosed.

12. 5. The provisions of this Clause 12 shall continue in force indefinitely following the termination of this Agreement.

### 13. Data protection

13. 1. Each party shall comply with the Data Protection Laws with respect to the processing of the Customer Personal Data.

13. 2. The Customer warrants that it has the legal right to disclose all Personal Data that it discloses to the Provider under or in connection with this Agreement.

13. 3. The Customer shall only supply to the Provider, and the Provider shall only process, in each case under or in relation to this Agreement:

**(A)**

the Personal Data of data subjects falling within the categories specified in Section 1 of Schedule 3 (Data processing information) (or such other categories as may be agreed by the parties in writing); and

**(B)**

Personal Data of the types specified in Section 2 of Schedule 3 (Data processing information) (or such other types as may be agreed by the parties in writing).

13. 4. The Provider shall only process the Customer Personal Data for the purposes specified in Section 3 of Schedule 3 (Data processing information).

13. 5. The Provider shall only process the Customer Personal Data during the Term and for not more than 30 days following the end of the Term, subject to the other provisions of this Clause 13.

13. 6. The Provider shall only process the Customer Personal Data on the documented instructions of the Customer (including with regard to transfers of the Customer Personal Data to a third country under the Data Protection Laws), as set out in this Agreement or any other document agreed by the parties in writing.

13. 7. The Customer hereby authorises the Provider to make the following transfers of Customer Personal Data:

**(A)**

the Provider may transfer the Customer Personal Data internally to its own employees, offices, and facilities, providing that such transfers must be protected by appropriate safeguards and agreed with the customer.

**(B)**

the Provider may transfer the Customer Personal Data to its third-party processors in the jurisdictions identified in Section 5 of Schedule 3 Data processing information and may permit its third-party processors to make such transfers, providing that such transfers must be protected by any appropriate safeguards identified therein; and

**(C)**

the Provider may transfer the Customer Personal Data to a country, a territory or sector to the extent that the competent data protection authorities have decided that the country, territory, or sector ensures an adequate level of protection for Personal Data.

13. 8. The Provider shall promptly inform the Customer if, in the opinion of the Provider, an instruction of the Customer relating to the processing of the Customer Personal Data infringes the Data Protection Laws.

13. 9. Notwithstanding any other provision of this Agreement, the Provider may process the Customer Personal Data if and to the extent that the Provider is required to do so by applicable law. In such a case, the Provider shall inform the Customer of the legal requirement before processing, unless that law prohibits such information on important grounds of public interest.

13. 10. The Provider shall ensure that persons authorised to process the Customer Personal Data have committed themselves to confidentiality or are under an appropriate statutory obligation of confidentiality.

13. 11. The Provider shall implement appropriate technical and organisational measures to ensure an appropriate level of security for the Customer Personal Data, including those measures specified in Section 4 of Schedule 3 (Data processing information).

13. 12. The Provider must not engage any third party to process the Customer Personal Data without the prior specific or general written authorisation of the Customer. In the case of a general written authorisation, the Provider shall inform the Customer at least 14 days in advance of any intended changes concerning the addition or replacement of any third-party processor, and if the Customer objects to any such changes before their implementation, then the Provider must not implement the changes. The Provider shall ensure that each third-party processor is subject to the same legal obligations as those imposed on the Provider by this Clause 13.

13. 13. As of the Effective Date, the Provider is hereby authorised by the Customer to engage, as sub-processors with respect to Customer Personal Data, the third parties identified in Section 5 of Schedule 3 (Data processing information).

13. 14. The Provider shall, insofar as possible and taking into account the nature of the processing, take appropriate technical and organisational measures to assist the Customer with the fulfilment of the Customer's obligation to respond to requests exercising a data subject's rights under the Data Protection Laws.

13. 15. The Provider shall assist the Customer in ensuring compliance with the obligations relating to the security of processing of personal data, the notification of personal data breaches to the supervisory authority, the communication of personal data breaches to the data subject, data protection impact assessments, and prior consultation in relation to high-risk processing under the Data Protection Laws. The Provider may charge the Customer at its standard time-based charging rates for any work performed by the Provider at the request of the Customer pursuant to this Clause 13.15.

13. 16. The Provider must notify the Customer of any Personal Data breach affecting the Customer Personal Data without undue delay and, in any case, not later than 72 hours after the Provider becomes aware of the breach.

13. 17. The Provider shall make available to the Customer all information necessary to demonstrate the compliance of the Provider with its obligations under this Clause 13 and the Data Protection Laws. The Provider may charge the Customer at its standard time-based charging rates for any work performed by the Provider at the request of the Customer pursuant to this Clause 13.17, providing that no such charges shall be levied with respect to the completion by the Provider (at the reasonable request of the Customer, not more than once per calendar year) of the standard information security questionnaire of the Customer.

13. 18. The Provider shall, at the choice of the Customer, delete or return all the Customer Personal Data to the Customer after the provision of services relating to the processing and shall delete existing copies save to the extent that applicable law requires storage of the relevant Personal Data.

13. 19. The Provider shall allow for and contribute to audits, including inspections, conducted by the Customer or another auditor mandated by the Customer in respect of the compliance of the Provider's processing of Customer Personal Data with the Data Protection Laws and this Clause 13. The Provider may charge the Customer at its standard time-based charging rates for any work performed by the Provider at the request of the Customer pursuant to this Clause 13.19, providing that no such charges shall be levied where the request to perform the work arises out of any breach by the Provider of this Agreement or any security breach affecting the systems of the Provider.

13. 20. If any changes or prospective changes to the Data Protection Laws result or will result in one or both parties not complying with the Data Protection Laws in relation to processing of Personal Data carried out under this Agreement, then the parties shall endeavour to promptly agree to such variations as may be necessary to remedy such non-compliance.

## 14. Warranties

14. 1. The Provider warrants to the Customer that:

**(A)**

the Provider has the legal right and authority to enter into this Agreement and to perform its obligations under this Agreement;

**(B)**

the Provider will comply with all applicable legal and regulatory requirements applying to the exercise of the Provider's rights and the fulfilment of the Provider's obligations under this Agreement; and

**(C)**

the Provider has or has access to all necessary know-how, expertise, and experience to perform its obligations under this Agreement.

14. 2. The Provider warrants to the Customer that:

**(A)**

the Platform and Hosted Services will conform in all material respects with the Hosted Services Specification;

**(B)**

the Hosted Services will be free from Hosted Services Defects;

**(C)**

the Platform will be free from viruses, worms, Trojan horses, ransomware, spyware, adware, and other malicious software programs; and

**(D)**

the Platform will incorporate security features reflecting the requirements of good industry practice.

14. 3. The Provider warrants to the Customer that the Hosted Services, when used by the Customer in accordance with this Agreement, will not breach any laws, statutes or regulations applicable under English law.

14. 4. The Provider warrants to the Customer that the Hosted Services, when used by the Customer in accordance with this Agreement, will not infringe the Intellectual Property Rights of any person in any jurisdiction and under any applicable law.

14. 5. If the Provider reasonably determines, or any third party alleges, that the use of the Hosted Services by the Customer in accordance with this Agreement infringes any person's Intellectual Property Rights, the Provider may at its own cost and expense:

**(A)**

modify the Hosted Services in such a way that they no longer infringe the relevant Intellectual Property Rights; or

**(B)**

procure for the Customer the right to use the Hosted Services in accordance with this Agreement.

14. 6. The Customer warrants to the Provider that it has the legal right and authority to enter into this Agreement and to perform its obligations under this Agreement.

14. 7. All of the parties' warranties and representations in respect of the subject matter of this Agreement are expressly set out in this Agreement. To the maximum extent permitted by applicable law, no other warranties or representations concerning the subject matter of this Agreement will be implied into this Agreement or any related contract.

## 15. Acknowledgements and warranty limitations

15. 1. The Customer acknowledges that complex software is never wholly free from defects, errors, and bugs; and subject to the other provisions of this Agreement, the Provider gives no warranty or representation that the Hosted Services will be wholly free from defects, errors, and bugs.

15. 2. The Customer acknowledges that complex software is never entirely free from security vulnerabilities; and subject to the other provisions of this Agreement, the Provider gives no warranty or representation that the Hosted Services will be entirely secure.

15. 3. The Customer acknowledges that the Hosted Services are designed to be compatible only with that software and those systems specified as compatible in the Hosted Services Specification; and the Provider does not warrant or represent that the Hosted Services will be compatible with any other software or systems..

15. 4. The Customer acknowledges that the Provider will not provide any legal, financial, accountancy, or taxation advice under this Agreement or in relation to the Hosted Services; and, except to the extent expressly provided otherwise in this Agreement, the Provider does not warrant or represent that the Hosted Services or the use of the Hosted Services by the Customer will not give rise to any legal liability on the part of the Customer or any other person.

## 16. Limitations and exclusions of liability

16. 1. Nothing in this Agreement will:

**(A)**

limit or exclude any liability for death or personal injury resulting from negligence;

**(B)**

limit or exclude any liability for fraud or fraudulent misrepresentation;

**(C)**

limit any liabilities in any way that is not permitted under applicable law; or

**(D)**

exclude any liabilities that may not be excluded under applicable law.

16. 2. The limitations and exclusions of liability set out in this Clause 16 and elsewhere in this Agreement:

**(A)**

are subject to Clause 16.1; and

**(B)**

govern all liabilities arising under this Agreement or relating to the subject matter of this Agreement, including liabilities arising in contract, in tort (including negligence) and for breach of statutory duty, except to the extent expressly provided otherwise in this Agreement.

16. 3. Neither party shall be liable to the other party in respect of any losses arising out of a Force Majeure Event.

16. 4. Neither party shall be liable to the other party in respect of any loss of profits or anticipated savings.

16. 5. Neither party shall be liable to the other party in respect of any loss of revenue or income.

16. 6. Neither party shall be liable to the other party in respect of any loss of use or production.

16. 7. Neither party shall be liable to the other party in respect of any loss of business, contracts or opportunities.

16. 8. Neither party shall be liable to the other party in respect of any loss or corruption of any data, database, or software; providing that this Clause 16.8 shall not protect the Provider unless the Provider has fully complied with its obligations under Clause 7.5 and Clause 7.6.

16. 9. Neither party shall be liable to the other party in respect of any special, indirect, or consequential loss or damage.

16. 10. The liability of each party to the other party under this Agreement in respect of any event or series of related events shall not exceed the greater of:

**(A)**

6 months' worth of subscription package of the customer; and

**(B)**

the total amount paid and payable by the Customer to the Provider under this Agreement in the 12-month period preceding the commencement of the event or events.

16. 11. The aggregate liability of each party to the other party under this Agreement shall not exceed the greater of:

**(A)**

6 months' worth of subscription package of the customer; and

**(B)**

the total amount paid and payable by the Customer to the Provider under this Agreement.

## 17. Force Majeure Event

17. 1. If a Force Majeure Event gives rise to a failure or delay in either party performing any obligation under this Agreement (other than any obligation to make a payment), that obligation will be suspended for the duration of the Force Majeure Event.

17. 2. A party that becomes aware of a Force Majeure Event which gives rise to, or which is likely to give rise to, any failure or delay in that party performing any obligation under this Agreement, must:

**(A)**

promptly notify the other; and

**(B)**

inform the other of the period for which it is estimated that such failure or delay will continue.

17. 3. A party whose performance of its obligations under this Agreement is affected by a Force Majeure Event must take reasonable steps to mitigate the effects of the Force Majeure Event.

## 18. Termination

18. 1. Either party may terminate this Agreement by giving to the other party at least 30 days' written notice of termination.

18. 2. Either party may terminate this Agreement immediately by giving written notice of termination to the other party if the other party commits a material breach of this Agreement.

18. 3. Subject to applicable law, either party may terminate this Agreement immediately by giving written notice of termination to the other party if:

**(A)**

the other party:

- (i) is dissolved.
- (ii) ceases to conduct all (or substantially all) of its business.
- (iii) is or becomes unable to pay its debts as they fall due.
- (iv) is or becomes insolvent or is declared insolvent; or
- (v) convenes a meeting or makes or proposes to make any arrangement or composition with its creditors;

**(B)**

an administrator, administrative receiver, liquidator, receiver, trustee, manager, or similar is appointed over any of the assets of the other party;

**(C)**

an order is made for the winding up of the other party, or the other party passes a resolution for its winding up (other than for the purpose of a solvent company reorganisation where the resulting entity will assume all the obligations of the other party under this Agreement); or

**(D)**

that other party is an individual, and:

- (i) that other party becomes incapable of managing his or her own affairs because of illness or incapacity.
- (ii) that other party is the subject of a bankruptcy petition or order; or
- (iii) that other party dies. In the case of death, this Agreement shall automatically terminate.

## 19. Effects of termination

19. 1. Upon the termination of this Agreement, all of the provisions of this Agreement shall cease to have effect, save that the following provisions of this Agreement shall survive and continue to have effect (in accordance with their express terms or otherwise indefinitely): Clauses 1, 4.12, 8, 11.2, 11.4, 12, 13, 16, 19, 22 and 23.

19. 2. Except to the extent expressly provided otherwise in this Agreement, the termination of this Agreement shall not affect the accrued rights of either party.

19. 3. Within 30 days following the termination of this Agreement for any reason:

**(A)**

the Customer must pay to the Provider any Charges in respect of Services provided to the Customer before the termination of this Agreement; and

**(B)**

the Provider must refund to the Customer any Charges paid by the Customer to the Provider in respect of Services that were to be provided to the Customer after the termination of this Agreement, without prejudice to the parties' other legal rights.

## 20. Notices

20. 1. Any notice from one party to the other party under this Agreement must be given by one of the following methods (using the relevant contact details set out in Onboarding form, RFQ (Request For forte) or RFP (Request for Proposal) documents or in relevant documentation:

**(A)**

delivered personally or sent by courier, in which case the notice shall be deemed to be received upon delivery;

**(B)**

sent by e-mail, in which case the notice shall be deemed to be received upon delivery; or

**(C)**

sent by recorded signed-for post, in which case the notice shall be deemed to be received 2 Business Days following posting,

providing that, if the stated time of deemed receipt is not within Business Hours, then the time of deemed receipt shall be when Business Hours next begin after the stated time.

20. 2. The Provider's contact details for notices under this Clause 20 are available on the Provider's website [www.terapage.ai](http://www.terapage.ai).

20. 3. The addressee and contact details set out in Clause 20.2 may be updated from time to time by a party giving written notice of the update to the other party in accordance with this Clause 20.

## 21. Subcontracting

21. 1. Subject to any express restrictions elsewhere in this Agreement, the Provider may subcontract any of its obligations under this Agreement, providing that the Provider must give to the Customer, promptly following the appointment of a subcontractor, a written notice specifying the subcontracted obligations and identifying the subcontractor in question.

21. 2. The Provider shall remain responsible to the Customer for the performance of any subcontracted obligations.

21. 3. Notwithstanding the provisions of this Clause 21 but subject to any other provision of this Agreement, the Customer acknowledges and agrees that the Provider may subcontract to any reputable third-party hosting business to host of the Platform provision services in relation to the support and maintenance of elements of the Platform.

## 22. General

22. 1. No breach of any provision of this Agreement shall be waived except with the express written consent of the party not in breach.

22. 2. If any provision of this Agreement is determined by any court or other competent authority to be unlawful and/or unenforceable, the other provisions of this Agreement will continue in effect. If any unlawful and/or unenforceable provision would be lawful or enforceable if part of it were deleted, that part will be deemed to be deleted, and the rest of the provision will continue in effect (unless that would contradict the clear intention of the parties, in which case the entirety of the relevant provision will be deemed to be deleted).

22. 3. This Agreement may not be varied except by a written document signed by or on behalf of each of the parties.

22. 4. Neither party may—without the prior written consent of the other party—assign, transfer, charge, license, or otherwise deal in or dispose of any contractual rights or obligations under this Agreement.

22. 5. This Agreement is made for the benefit of the parties and is not intended to benefit any third party or be enforceable by any third party. The rights of the parties to terminate, rescind, or agree any amendment, waiver, variation or settlement under or relating to this Agreement are not subject to the consent of any third party.

22. 6. Subject to Clause 16.1, this Agreement shall constitute the entire agreement between the parties in relation to the subject matter of this Agreement, and shall supersede all previous agreements, arrangements, and understandings between the parties in respect of that subject matter.

22. 7. This Agreement shall be governed by and construed in accordance with English law.

22. 8. The courts of England and Wales shall have exclusive jurisdiction to adjudicate any dispute arising under or in connection with this Agreement.

## 23. Interpretation

23. 1. In this Agreement, a reference to a statute or statutory provision includes a reference to:

**(A)**

that statute or statutory provision as modified, consolidated and/or re-enacted from time to time; and

**(B)**

any subordinate legislation made under that statute or statutory provision.

23. 2. The Clause headings do not affect the interpretation of this Agreement.

23. 3. References in this Agreement to "calendar months" are to the 12 named periods (January, February, and so on) into which a year is divided.

23. 4. In this Agreement, general words shall not be given a restrictive interpretation by reason of being preceded or followed by words indicating a particular class of acts, matters, or things.

By making payment to Terapage ("the Provider"), completing or proceeding with the Onboarding form, RFQ (Request for Quote), RFP (Request for Proposal), or any other relevant documentation, or by commencing the onboarding process, you confirm that you have read and agreed to the terms of this Agreement. Additionally, you affirm that you have the authority to execute this agreement as the Customer to whom this Agreement applies.

## Appendix A

### Privacy Policy

Welcome to the Terapage Privacy Policy. Terapage is deeply committed to safeguarding the privacy of our users' personal information. This policy outlines our practices concerning the collection, use, and disclosure of information within the Terapage software as a service.

#### Information Collection

When you register with Terapage or access the platform through a Single Sign-On process, we require the minimum disclosure of your first name, last name, and email address. Additional demographic information such as date of birth and gender may also be requested. Collectively, this information is referred to as "registration data." Depending on the community or study you participate in, you may be asked to provide additional profile information. During registration, you will create a username and password for Terapage, which should be kept confidential. If you suspect any compromise of your password's security, please contact Terapage immediately.

Within Terapage, registered users have the ability to configure communities or activities that may request personal information. Your responses to such requests may be shared with study administrators and other participants, subject to possible disclosure. These administrators and participants are Terapage users but operate independently from Terapage. Terapage assumes no responsibility for the actions of these administrators or other users. All users must comply with the Terapage Terms of Service.

Terapage does not actively monitor your communications on the platform. However, in certain circumstances, we may exercise our discretion to protect the rights or property of Terapage or others, ensure the personal safety of users or the public, or address violations of the Terms of Service.

#### Use of Information

The registration data, including your first and last names, username, and email address, is used to identify you and track your contributions to the Terapage system. Your valid email address is essential for receiving updates, automated notifications, and service-related information from Terapage.

Demographic and profile data may be utilized to personalize your Terapage experience based on your interests. Terapage may share this information with partners, such as investors and advertisers, in an aggregated format.

#### Use of Cookies

To personalize the service and ensure data security, Terapage uses cookies—files that are written to your computer when you access specific web pages. These cookies authorize your visit to the Terapage site and expire upon closing your browser or turning off your computer. The data stored in cookies is masked to prevent tampering. Cookies help identify you as you navigate the system, ensuring compliance with rights and permissions.

## **Log Files**

Terapage collects log files containing website traffic information, including IP addresses, browser types, and cookie details. This data is analysed to track trends, administer the site, and measure overall activity. Personally identifiable traffic patterns are not disclosed to third parties.

## **Public Information**

Depending on the configuration selected by study or community administrators, some or all of your information within Terapage may be publicly accessible. Exercise caution in your disclosures, as any information or content shared could become public.

## **Security**

Terapage has implemented security measures to protect against the loss, misuse, and alteration of information and content stored on the platform. All data and content are securely stored in an environment inaccessible to unauthorized parties.

## **Links to Other Websites**

Terapage may contain links to external websites. Please note that Terapage is not responsible for the privacy practices or content of these websites. We encourage you to review the privacy policies of linked sites, as their practices may differ from ours.

## **Updating Data**

Terapage allows users to update their previously provided registration information. Simply access the Account Settings page via your account icon while using Terapage to make the necessary changes.

## **Personal Data Removal**

Terapage provides administrators with features to erase all personal data associated with individual users. If you wish to request the removal of your personal data, please contact the site administrator of the specific Terapage site where your information was collected. If you need assistance or cannot locate the site administrator, reach out to us at [dpo@Terapage.com](mailto:dpo@Terapage.com), including the URL of the Terapage site that collected your information.

## **Changes to Privacy Policy**

Any updates or changes to the Terapage privacy policy will be prominently posted on our website. Users will always be informed of the information we collect, how we use it, and whether it will be disclosed. In the event of changes to the collection or use of personally identifiable information, we will notify users via email and provide the option to opt out.

## **Contacting Terapage**

If you have any questions or comments regarding this Terapage privacy policy or the practices of this website, please contact us via email at [dpo@Terapage.com](mailto:dpo@Terapage.com) or write to us at:

## **Terapage Limited**

Address: London: 20 Wenlock Road, London, United Kingdom. N1 7GU

DPO: [dpo@terapage.ai](mailto:dpo@terapage.ai)

Telephone: +44-1415010143

Mobile: +44-7445-049096

## **Legal Disclaimer**

While we strive to protect user privacy, there may be instances where we are required by law to disclose personal information. This includes compliance with judicial proceedings, court orders, or legal processes served on our website, where we believe in good faith that such action is necessary.

## Appendix B

### Service Level Agreement

#### Terapage Software Service

With Terapage Software Service, you are assured of round-the-clock availability of our throughout the contract period. However, downtime may be experienced when Terapage carries out routine system maintenance. During this time, the client is always notified a week in advance for proper planning to avoid any inconveniences.

#### Data Centre Infrastructure

AWS cloud hosts Terapage services. For more details about AWS's Service Level Agreement (SLA), see <https://aws.amazon.com/compute/sla/>

#### Problem response time

Terapage has made it easier for clients to raise concerns via telephone support and priority in-app or email support at [support@terapage.ai](mailto:support@terapage.ai). These platforms are available for raising concerns between 9AM and 6PM GMT, from Monday to Friday, except UK bank holidays.

In the event a problem is encountered, only priority 1 (critical) issues will be addressed out of the standard business hours highlighted above. Any other non-critical business problems reported, such as major, ordinary, or low priority problems, will be addressed as soon as one business day, but possibly longer.

Clients are urged to use <https://terapage.raiseaticket.com/support/#/newticket> to submit any electronic support problems that may arise at any given time during the contract period.

#### Target resolution time

Problems that may arise during operations are divided into four categories, depending on the severity of the issue:

##### (A)

Critical priority malfunction: This malfunction may occur when there is a service outage or a major application problem making it impossible to use the service. In this case, Terapage responds within an hour to restore the problem.

##### (B)

Major priority malfunction: This occurs when many users are impacted, and no workaround exists. Terapage will verify the problem within one business day.

##### (C)

Ordinary priority malfunction: This is when the problem impacts a small number of users, but a workaround exists. In this case, Terapage will take one week for problem verification.

##### (D)

Low priority malfunction: This is when there is no immediate impact on users. For example, there is a request for a new feature. In such cases, Terapage does not set a specific timeframe.

It is important to note that the resolution time stated above for the troubles highlighted are targets and are therefore not invariable. They may change or vary depending on the prevailing circumstances at the time of occurrence.

## Credits

Our clients qualify for credits when Terapage fails to honour the 100% availability promise. A credit translates to one full day for when the confirmed downtime occurred. The total cumulative credits should not exceed a maximum of 100% of the time the contract is active.

Credits can only be redeemed when the contract is still active. Once redeemed, Terapage spreads them throughout the validity period of the contract.

## Limitations on credit

A client may not receive credits in the following cases:

### (A)

When the client violates the service agreement with Terapage. The agreement includes payment obligation. This can only be reversed if the client cures the breach.

### (B)

When the downtime experienced is caused by the client's misuse of the software service or breach of agreement with Terapage.

### (C)

In the event downtime or outages stem from denial-of-service attacks, virus activity, hacking attempts, or any other circumstances that are not within the control of Terapage.

It is imperative that a client submits a credit request in writing to the Terapage account manager or via email to [support@terapage.ai](mailto:support@terapage.ai) to claim their credit. This should be done after the end of downtime but within the active service period.

The customer must adequately prove that they were adversely affected and suffered significant losses because of the downtime for them to qualify for the credit.

All incentives offered by Terapage, including credits and guarantees, shall not exceed 100% of the contracted service period. Should it occur that the cumulative incentives surpass 100% of the contracted service period, the excess shall be written off and not carried forward to future Terapage sites.

## Exclusions

To implement the Service Level Agreement (SLA), there has to be a properly executed and active contract, and the services must be delivered on a production-grade site running Terapage. Anything short of these requirements calls for exclusion of the services listed herein:

### (A)

Trial or evaluation-based services and sponsored sites delivered for free to a client by Terapage.

### (B)

Low priority and ordinary priority service problems, which are not considered for service credit.

## Meaning of terms

The following phrases have been used in this Service Level Agreement document. Here are their meanings in the context in which they have been used, for easier interpretation of this document:

### (A)

“Software service”: the client's subscription of the special Terapage services

### (B)

“Service period”: The subscription period when the client will utilize the services of Terapage on a mutually agreed contract between the two parties.

“Scheduled maintenance”: a routine system clean-up executed by the system providers to ensure continuous smooth operation of the software. This system maintenance is announced at least five business days in advance and does not go beyond an hour.\_\_\_\_\_

## Appendix C

### Data Processing Agreement

This is a Data Processing Agreement (DPA) that binds Terapage and the client. It also serves as an extension to our Terms and Agreement made between Terapage and the client.

Note that all capitalized terms not defined in this DPA will have the meanings given to them in the agreement.

#### 1. Definitions

##### (A)

Data controller - the client who has the powers to determine the purpose and the means of the processing of Personal Data.

##### (B)

Data processor – this implies Terapage as the body that processes personal data on behalf of the Data Controller.

##### (C)

Data protection laws –the privacy laws that govern the processing of personal data applicable to the authorized users. These privacy laws may include but are not limited to the EU General Data Protection Regulation 2016/679 (GDPR) and the California Consumer Privacy Act of 2018 (California Consumer Privacy Act) and will in all cases include the Personal Information Protection and Electronic Documents Act, S.C. 2000, c. 5. (PIPEDA).

##### (D)

Personal data – information about an actual person who can be identified naturally. This person is one who can be identified explicitly by such particulars as name, identification number, location data, an online identifier, or more specific factors such as physical, physiological, genetic, mental, economic, cultural or social details.

The following details make part of personal data:

- Details used to identify a person, such as real name, alias, postal address, email address, government social security number, or passport number.
- Unique qualities of protected classifications under the data protection laws that can be applied to the authorized user.
- Biometric information.
- Information pertaining to finances, such as records of personal property, products or services purchased, or other purchasing or consuming histories or tendencies.
- Geolocation data.
- Professional or employment related information.
- Information about education history that is not in the public domain.
- Information about interweb activity such as browsing history, search history, information about consumer interaction with a website, application, or advertisement.
- A cloned profile based on the aforementioned data of an authorized user reflecting their unique qualities such as preferences, characteristics, psychological trends, preferences, predispositions, behaviour, attitudes, intelligence, abilities, and aptitudes.

**(E)**

Processing –taking personal data through prescribed procedure. This could be done by biometric means such as collection, recording, structuring, organization, adaptation or alteration, storage, retrieval, consultation, use, dissemination, alignment or combination, restriction, erasure, or destruction.

**(F)**

Terapage network –resources that are within the control of Terapage and are used to provide services. Such resources may include Terapage`s computers, servers, networking equipment, and host software systems.

**(G)**

Security incident – two eventualities might contribute to a security incident:

- When the security standards of Terapage are compromised, leading to accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to any personal data.
- Access to Terapage equipment or facilities without proper authorization, which results in the destruction, loss, unauthorized disclosure, or alteration of personal data.

**(H)**

Security standards – the precautionary measures put in place by Terapage that are in line with the prevailing industry standards of protection.

**(I)**

Services –the solutions to problems offered by Terapage pursuant to the agreement that may involve processing of personal data, among other services.

**(J)**

Sub- processor – any Data Processor engaged by a Processor to process data on behalf of the data Controller.

## 2. Data processing

2. 1. Scope and Rules: The Data Processing Agreement (DPA) is only applicable when Terapage is involved in the processing of the Personal Data. In this regard, Terapage shall have the mandate of processing data on behalf of the client.

2. 2. Details of data Processing: Terapage is mandated to process personal data as a service rendered to the client as per the agreement. While accomplishing this task, Terapage shall only process a client's personal data while abiding by the client's documented instructions for the following purpose:

- Processing in accordance with the agreement.
- Processing initiated by clients authorized users of the services.
- Processing to comply with other documented, reasonable instructions in tandem with the agreement.

Note that in the event such instructions by the client violate data protection laws, Terapage shall not be required to comply or observe client's instructions.

### 2. 3. Restriction on Retention, Use and Disclosure

Terapage has limitations on the following actions:

2. 3. 1. Terapage will not participate in any activity that will compromise or disclose the user's personal information. Such actions may include to sell, rent, release, disclose, disseminate, make available, transfer, or communicate (orally, in writing, electronically, or otherwise) personal data to a third party for monetary or other valuable consideration.

2. 3. 2. Terapage shall not use the client's personal data for any other purpose other than the services specified in the agreement.

2. 3. 3. Terapage shall not retain, use, or disclose Personal Data outside of the direct business relationship between them and client.

2. 4. Duration of Processing: Terapage will abide by the guidelines in section 8 of this Data Processing Agreement while processing data for the entire period of Processing if in Exmore than term and unless agreed upon in writing.

2. 5. Categories of data subjects: While using the Services, a client or an authorized user my post their Personal Data. As such, a user is solely responsible for data they post. Data posted by the client may relate to the following categories of data subjects:

2. 5. 1. Prospects, clients, business partners, and vendors of the client. These vendors are actual persons.

2. 5. 2. Employees or contact persons of client's prospects, business partners, and vendors.

2. 5. 3. Employees, agents, advisors, or actual freelancers of the client.

2. 5. 4. People who take part in a client-operated research program or any other user who is authorized to use the services.

2. 6. Type of personal data: A client or an authorized user my post their Personal Data while using the service. For this reason, a user is solely responsible for data they post. Data posted by the client may relate to the following categories of data subjects:

2. 6. 1. Name of an authorized user.

2. 6. 2. Their address.

2. 6. 3. Their date of birth.

2. 6. 4. Their email address.

2. 6. 5. Any other data collected that could directly or indirectly identify the user.

2. 7. Confidentiality of Personal Data: Terapage will endeavour to uphold the confidentiality of its clients or the users of the service. Terapage will therefore never share a client's information with a third party, unless when it is necessary to comply with the law or through a valid court order. And even then, Terapage will redirect the aggrieved party (e.g., law enforcement agency) in need of the data to request it directly for the client. Should Terapage be compelled to surrender the information, a reasonable notice will be given to the client of the demand, so that if they so wish, they may seek a protective order or any other solution they deem appropriate.

### 3. Security

3. 1. Security standards: Terapage has installed the necessary measures to provide high level security standards, both technical and organizational, to protect the Personal Data of its clients.

3. 2. Data Subject Rights: Terapage has made it possible for clients to use certain controls to retrieve, correct, delete, or restrict use and sharing of Personal Data as described in the Services. These controls are at the disposal of the client to help them achieve their objective under applicable privacy laws, including the client's responsibility to respond to requests from other data subjects. Within the confines of the law, and after assessing applicable cost involved, Terapage shall notify the client of their direct receipt of a request from a data subject to exercise rights under any applicable data privacy laws. Subsequently, in the event the client experiences limited address to data subject request, Terapage may, with the permission of the client and approval of the prevailing laws, provide commercially reasonable assistance in addressing the request at client's cost.

### 4. Sub-processing

4. 1. Authorized sub-processors: An agreement is made between the client and Terapage to allow Terapage to contract the services of sub-processors to fulfil its contractual obligations under its agreement and this Data Processing Agreement, or to provide some services on its behalf, such as hosting services. The client therefore permits Terapage to contract the services of sub-processors as intimated in this section. Terapage is bound by the terms of the agreement and is not to execute any other sub-processing activities unless explicitly authorized by the client.

4. 2. Sub-processor obligation: In the event Terapage contracts the services of any sub-processor as described in section 4.1, the following shall happen:

4. 2. 1. 1. The sub-processor's access to Personal Data shall be limited to the bare minimum required to maintain the services or to provide the services to client and any authorized users in accordance with the services. The sub-processor thus will be restricted by Terapage from accessing Personal Data for any other use not defined herein.

4. 2. 1. 2. Terapage will enter into a written agreement with the Sub-Processor so that—should the sub-processor perform similar data processing services as Terapage under this Data Processing Agreement—Terapage will impose on the sub-processor the same contractual obligations that Terapage has under this DPA.

4. 2. 1. 3. Terapage shall remain responsible for its compliance with the obligations of this DPA and for any acts of omission of the sub-processor that cause Terapage to violate any of Terapage's obligation under this DPA.

4. 3. New Sub-Processors: Terapage may, from time to time, seek the services of new sub-processors under the terms of this DPA. In this event, Terapage shall notify the client in advance via the website or through email, before the new sub-processor obtains the client's Personal Data. It is upon the client to approve the services of a new sub-processor. If the client disapproves of the services of a new sub-processor, they are at liberty to terminate the services without any consequences on their part. To do this, they will provide a written notice of termination within 10 days of receipt of notice from us. The written notice should include an explanation of the reasons for the client's non-approval.

### 5. Security breach notification

5. 1. Security incident: Terapage will initiate the following procedures in the event that we become aware of a security incident:

- Alert the client of the security incident.
- Initiate appropriate measures to counter the effects and minimise any damage resulting from the security incident.

5. 2. Terapage Assistance: Terapage shall help the client in matters pertaining to violation of the client's personal data by including the notification stated under section 5.1. Terapage shall disclose to the client any information about the security incident while considering the nature of the services, the information available to Terapage, and any restrictions on disclosing the information, such as confidentiality.

5. 3. Failed security incidents: The client agrees to the following conditions:

5. 3. 1. A failed security incident will not be subject to the terms of this DPA. A failed security incident is defined by a case that results in no unauthorized access to personal data or to any of the Terapage's network, equipment, or facilities storing personal data, and may include, without limitation, pings and other broadcast attacks on firewalls or edge servers, port scans, unsuccessful logon attempts, denial of service attacks, packet sniffing, or similar incidents. Failed security incidents: The client agrees to the following conditions:

5. 3. 2. A security incident reported or responded to by Terapage shall not be misunderstood as an acknowledgement of any fault or liability of Terapage with respect to security incident.

5. 4. Communication: Terapage determines and selects the medium suitable to notify the client of security incidents, including through emails. It is therefore upon the client's administrators to maintain an accurate contact information with Terapage and secure transmission throughout.

## 6. Client rights

6. 1. Independent Determination: The client is obligated to make an independent determination of data security and its security standards, and as to whether the services meet the client's demands, legal obligations, and obligations under this DPA, while abiding by applicable policy laws, including the GDPR, with respect to data protection impact assessments and prior consultation.

6. 2. Client Audit Rights: It is within the rights of the client to read through to confirm whether Terapage is complying with this DPA as is recommended to the services, and most especially with the security standards. The client is at liberty to make a request in writing to Terapage regarding conducting an inspection. Should Terapage decline this request by the client for an inspection, the client is allowed to terminate this DPA and the agreement if they so wish. The instructions stated herein are applicable as long as Terapage carries out the control of Sub-processors on behalf of the client.

## 7. Transfers of Personal Data

Personal Data may be generated elsewhere, but the processing of the data will take place in Canada, the United States, the European Union, or South Africa.

## 8. Termination of the DPA

The Data Processing Agreement shall only be terminated in accordance with the agreement in place.

## 9. Deletion of personal data

Personal Data of the client will be deleted by Terapage within sixty days, following the termination of the Order Form Term after a formal request has been made.

## 10. Limitations of Liability

Any liable parties bound by this DPA will face the consequences as prescribed in this agreement. The client agrees that should Terapage suffer any penalties in relation to the personal data, and the penalties are attributed to the client's failure to comply with the obligations herein, Terapage's liability under the agreement will be mitigated as subordinate to the client's own liability.

Entire Agreement; Conflict: This DPA is supreme and therefore precedes any other agreements or communications between the client and Terapage. Therefore, the agreement will remain active and fully applicable, except as amended by this DPA.

## Appendix D

### Invoice (Order Form)

**Client Name**

**Invoice #00017**

**Name of Client Terapage**  
000 Example Road | 0123 Example Street  
000.123.45678  
Email@email.com  
<https://samplewebsite.com>

<b>Issue Date</b> Sep 9, 2019	<b>Due Date</b> Sep 19, 2019
<b>Discount</b> 0%	<b>Total Due</b> \$0,000

#### Details:

#.	Item Description	Qty.	Price	Discount	Total
1.					
2.					
3.					
4.					

**Subtotal** £

#### Additional Services:

#.	Item Description	Qty.	Price	Discount	Total
1.					
2.					

**Subtotal** £

**TOTAL** £

**Thank you for your time & business!**

## Appendix E Acknowledgement & Acceptance Of Order Form

### Change of Launch Date

It is the obligation of the client to update the study start date through the study administration section of Terapage platform. The set date can be changed as per the client's discretion up to the Participant Access Start Date. Should the client wish to adjust the date after the Participant Access Start Date has elapsed; a notification of such action is to be communicated to the Terapage support immediately. In the event the client makes such a request, an administrative fee of £200 may be charged on adjustments made on the date, after the Participant Access Start Date, that will require the intervention of Terapage.

### Upgrade

The license that the client subscribes for is subject to the quota and limitations applicable to the package. However, should there be need for more capacity added to the existing ones, the client will have to purchase an upgrade. The same applies to when the client requires additional participants and/or duration added to the package. The price for the upgrade is determined from the actual cost before any discounts, as indicated on the pricing booklet. For inquiries and further consultations, Terapage is available to address the client's concerns.

In case a client wishes to upgrade their license, an invoice would be completed and sent for immediate payment on activation.

### Cancellation

The client is always at liberty to terminate this agreement. If they so decide to do so, and they submit a written notice to Terapage before the study start date, a refund will be issued to the client. However, the refund will be less 10% administrative charge of the contract value, or a sum of £200, whichever is more. This charge is to compensate for the time, effort and resources committed towards setting up the client on Terapage.

It is important to note that a refund is not issued if the client decides to terminate the contract after the lapse of the study start date. This applies whether the service is in use or not.

### Order Form

The Onboarding form, RFQ (Request for Quote) or RFP (Request for Proposal) documents or in relevant documentation has in it services that honour the terms of the Terapage terms and agreement between the parties.

Any alterations made on the Onboarding form, RFQ (Request for Quote) or RFP (Request for Proposal) documents or in relevant documentation, handwritten or otherwise, are considered void and not legally binding unless accepted in writing by Terapage.

Terapage offers its clients the option to purchase additional services after the execution of the Onboarding form, RFQ (Request for Quote) or RFP (Request for Proposal) documents or in relevant documentation.

The client shall be liable for all payable taxes, including but not limited to national, federal, provincial, state, or other taxes on any fees payable to Terapage by the client pursuant to the Onboarding form, RFQ (Request for Quote) or RFP (Request for Proposal) documents or in relevant documentation. Fees, duties, or other amounts (however designated) including the value added and withholding taxes, are levied or based on the following:

Any payments made pursuant to the Onboarding form, RFQ (Request for Quote) or RFP (Request for Proposal) documents or in relevant documentation.

The products or services provided by Terapage to the client under the Onboarding form, RFQ (Request for Quote) or RFP (Request for Proposal) documents or in relevant documentation.

By making payment to Terapage ("the Provider"), completing or proceeding with the Onboarding form, RFQ (Request for Quote), RFP (Request for Proposal), or any other relevant documentation, or by commencing the onboarding process, you confirm that you have read and agreed to the terms of this Agreement. Additionally, you affirm that you have the authority to execute this agreement as the Customer to whom this Agreement applies.