



training, testing, business continuity (if the Cover Page expressly permits such use) or backup purposes in support of the Customer's use of the Software. Except as permitted above, the Customer shall not copy, duplicate, publish or otherwise distribute or disseminate the Software or any part thereof.

The Licensor may inspect and audit upon at least five (5) business days' notice and at the Licensor's expense (unless the Customer is found to be non-compliant, in which case the Customer shall bear the reasonable costs of such audit), any information relating to Use and/or processing of the licensed Software and IPR, in any Location and Technical Environment where the Software and IPR is being Used and/or processed by the Customer, as well as those records and computer systems that specifically relate to information relevant to the Customer's compliance with the requirements and its obligations of the terms of this Agreement and the possession, access or Use of Software, IPR and any Fees due. Any such audit shall be conducted no more than once per calendar year (unless the Customer is found to be non-compliant, in which case the Licensor may audit more than once per calendar year) in a manner that does not unreasonably disrupt Customer's normal operating procedures.

### **3. DELIVERY**

The Licensor shall deliver the Software to the Location, and/or shall make the Software available for the Customer to access. The Customer acknowledges and accepts that: (i) the Customer is responsible for determining whether the Software meets its requirements before entering into this Agreement; and (ii) the Software will be deemed accepted in the event the Customer fails to provide a written acceptance or rejection (with reasonable details for rejection) within fifteen (15) days of delivery. Where applicable, the Licensor shall provide the Support Services in accordance with the Support Policy.

### **4. SUPPORT SERVICES**

Subject to below provisions, the Licensor shall provide the Support Services in accordance with the Support Policy. The Licensor will not be required to provide the Support Services: (i) if the Customer is not current with its payment obligations in respect of the Subscription Fees; (ii) where Faults result from any improper use of the Software or the use of the Software other than in accordance with the Documentation; (iii) where Faults result from a Force Majeure Event; (iv) if the Customer fails to implement recommendations in respect of or solutions to Faults previously advised by the Licensor; (v) if any person other than the Licensor makes any repair, adjustment, alteration or modification of the Software without the Licensor's prior written consent; (vi) where Faults result from the use of the Software in combination with other software, hardware, or other parts of the Technical Environment not licensed under this Agreement; (vii) where Faults result from issues relating to the Customer's data or any third party's data; or (viii) in respect of an unsupported version of the Software as referred to in the Support Policy. For any out-of-scope services, or Support Services outside the Support Hours, the Licensor reserves the right to charge the Customer an additional sum at the Consultancy Rates. The Customer acknowledges and agrees that the Support Policy is subject to change at the Licensor's discretion; provided that the Licensor will not materially reduce the level of Support Services provided for the Software during the period for which Subscription Fees for Support Services have been paid.

Subject to the Licensor's product end-of-life (EOL) policy, the Licensor may discontinue the Support Services for certain versions of the Software, provided that the Licensor will provide the Customer with prior notice which will be posted on Brady Customer Portal, which shall include the date that such Support Services will cease, information about potential availability of Extended Support and Extended Maintenance Support and information about migration paths for certain features of the Software.

### **5. HOSTING SERVICES**

Where applicable, the Licensor shall provide the Hosting Services in accordance with the with the relevant terms of the Attachment 1 (Hosting Services) hereto, and the Cover Page.

### **6. CUSTOMER OBLIGATIONS**

The Customer shall: (i) allow its agents and contractors to Use the Software in accordance with the terms of this Agreement provided

that the Customer is liable for its agents and contractor's compliance with this Agreement as if they were the Customer; (ii) comply with its obligations in the Support Policy; (iii) make available to the Licensor's personnel remote diagnostic facilities and suitable workspace at the Location linked to the Technical Environment, only as applicable; (iv) provide reasonable assistance to and co-operate with the Licensor and follow reasonable instructions of the Licensor's staff; (v) make available appropriate personnel and equipment to the Licensor including remote access as reasonably necessary to enable the Licensor to provide the Services; (vi) grant any necessary approvals within three working days; (vii) provide such access to the Location and Technical Environment and such office accommodation and other facilities and resources as may reasonably be required by the Licensor to provide the Services (if applicable); (viii) within five (5) working days after a release of the Software adopted by the Customer, test the new release of the Software in respect of its performance criteria and volumes to ensure it performs in accordance with the Technical Environment and, if such release does not perform in accordance with the Technical Environment, adjust the Technical Environment to permit the release to perform; (ix) provide the Licensor promptly with all information and documentation reasonably required by the Licensor and answers to the Licensor's questions; (x) ensure that all information provided by the Customer is correct and accurate in all material respects; (xi) ensure in the interests of health and safety that the Licensor's personnel, while on the Customer's premises, are always familiar with the Customer's relevant safety procedures; (xii) ensure that any premises accessed by the Licensor's personnel adhere to, and comply with, relevant health and safety requirements or laws; (xiii) available appropriate staff who are familiar with Customer's programs and/or applications and ensure that its staff co-operate with the Licensor; (xiv) appoint a representative authorised to act on its behalf for the purposes of this Agreement, notify the Licensor of the contact details of such representative and ensure that the representative is available at reasonable times for the Licensor to liaise with; and (xv) ensure that all technical, development, enhancement, support, maintenance, and similar services obtained from all third parties other than under this Agreement and not recommended by the Licensor meet its requirements (including but not limited to specifications, fitness for purpose, functionalities, operation, use, coding, enhancements, and bespoke development needs).

If the Customer breaches any provisions above or any other obligation under this Agreement or otherwise causes a delay in the provision of the Services, the Licensor shall not be liable for such delay or any consequential breach of this Agreement.

### **7. LIMITED WARRANTY**

The Licensor warrants to the Customer that: (i) the Software will, during the Warranty Period under normal Use, materially conform with the Specification; and (ii) it will carry out the Services in a professional manner consistent with industry standards using reasonable skill and care. If the Customer notifies the Licensor in writing of any material failure of the Software to conform with the Specification during the Warranty Period, the Licensor shall at its own expense and sole option either: (a) use reasonable endeavours to correct such failure within a reasonable time; or (b) upon return of the Software and the Documentation refund to the Customer the proportional Subscription Fees for the Software that materially failed to conform with the Specification. The foregoing sets out the Customer's exclusive remedy against the Licensor for any failure of the Software to conform to the Specification during the Warranty Period. If the Customer is not fully satisfied on reasonable grounds that the Services have been provided in accordance with this Agreement, it may give notice to the Licensor within ten (10) days of the provision of such Services setting out details of the variance from Service/s it was expecting. The Licensor shall: (x) within a reasonable time seek to rectify, at its discretion, any aspect of Service/s it is thus notified of; and/or (y) reduce or make an appropriate adjustment to the Fees against any anomaly in Service/s it determines is un-resolvable. If the Customer is not satisfied with the Licensor's rectification pursuant to above, then the Customer may request that the matter be resolved pursuant to the dispute resolution procedure agreed by the Parties. The foregoing provisions set out the Customer's exclusive remedy in respect of any alleged failure of the Licensor to provide the Services.

EXCEPT AS EXPRESSLY SET OUT IN THIS AGREEMENT, ALL CONDITIONS, WARRANTIES, TERMS AND UNDERTAKINGS, EXPRESS OR IMPLIED, WHETHER BY STATUTE, COMMON LAW, TRADE PRACTICE, CUSTOM, COURSE OF DEALING OR OTHERWISE (INCLUDING ABOUT QUALITY, MERCHANTABILITY, PERFORMANCE OR FITNESS OR SUITABILITY FOR PURPOSE) IN RESPECT OF THE SOFTWARE, THE DOCUMENTATION, AND THE SERVICES ARE EXCLUDED TO THE FULLEST EXTENT PERMISSIBLE BY LAW. WITHOUT PREJUDICE TO THE FOREGOING, THE LICENSOR DOES NOT GIVE ANY WARRANTY: (A) ABOUT THE TIMING, THROUGHPUT, OR RESPONSE TIME PERFORMANCE OF THE SOFTWARE; OR (B) THAT THE SOFTWARE WILL BE COMPLETELY FREE OF VIRUSES, ERRORS OR BUGS. HOWEVER, IT IS AGREED AND ACKNOWLEDGED THAT THE SOFTWARE CONTAINS AN ACTIVATION PROCESS THAT CONTROLS ITS USAGE IN ACCORDANCE WITH THIS AGREEMENT.

## **8. LIMITATION OF LIABILITY**

SUBJECT TO THIS CLAUSE 8, LICENSOR SHALL NOT, UNDER ANY CIRCUMSTANCES WHATEVER, BE LIABLE FOR: (I) LOSS OF PROFITS; OR (II) LOSS OF BUSINESS; OR (III) DEPLETION OF GOODWILL AND/OR SIMILAR LOSSES; OR (IV) LOSS OF ANTICIPATED SAVINGS; OR (V) LOSS OF CONTRACTS; OR (VI) LOSS OF USE; OR (VII) LOSS OR CORRUPTION OF DATA OR INFORMATION; OR (VIII) ANY SPECIAL, INDIRECT, CONSEQUENTIAL OR PURE ECONOMIC LOSS, COSTS, DAMAGES, CHARGES OR EXPENSES.

SUBJECT TO THIS CLAUSE 8, THE LICENSOR'S LIABILITY TO THE CUSTOMER FOR DIRECT LOSS IN CONTRACT, TORT OR OTHERWISE ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR THE CUSTOMER'S USE OF THE SOFTWARE OR THE DOCUMENTATION OR THE PROVISION OF THE SERVICES SHALL NOT EXCEED THE AGGREGATE FEES PAID BY THE CUSTOMER TO THE LICENSOR DURING THE TWELVE (12) MONTH'S PERIOD IMMEDIATELY PRECEDING THE CLAIM. NOTHING IN THIS AGREEMENT SHOULD BE CONSTRUED AS LIMITING OR EXCLUDING THE LICENSOR'S OR CUSTOMER'S LIABILITY FOR DEATH OR PERSONAL INJURY CAUSED BY ITS NEGLIGENCE OR FOR FRAUD OR FRAUDULENT MISREPRESENTATION OR FOR ANY OTHER LIABILITIES THAT CANNOT BE LIMITED OR EXCLUDED BY APPLICABLE LAWS. THE CUSTOMER ACKNOWLEDGES THAT IT IS THE CUSTOMER'S RESPONSIBILITY TO ENSURE THAT THE SOFTWARE IS SUITABLE FOR ITS REQUIREMENTS. THE LICENSOR SHALL NOT BE LIABLE TO THE CUSTOMER FOR ANY LOSS OR DAMAGE WHATSOEVER RESULTING DIRECTLY OR INDIRECTLY FROM: (A) THE USE BY THE CUSTOMER OF RESULTS WHICH ARE DERIVED FROM DATA WHICH IS INCORRECT OR INACCURATE IN ANY RESPECT; OR (B) CUSTOMER'S USE OF OR RELIANCE ON ANY RESULTS, DATA, PREDICTIONS OR OTHER INFORMATION GENERATED BY THE SOFTWARE.

## **9. INTELLECTUAL PROPERTY RIGHTS**

The Licensor owns or is licensed to use all rights, title and interest in the Software and Documentation (including all IPR). No legal or equitable title to or ownership of the Software is transferred to the Customer by this Agreement and all copies of the Software shall be and remain the property of the Licensor and shall be held in strict confidence by the Customer as trade secrets of the Licensor. The Customer shall not remove or modify or destroy any proprietary legends, including copyright notices, placed upon or contained within the Software and Documentation. All IPR developed by the Licensor under this Agreement (including all IPR in any Bespoke Modification and Development, any data as submitted to the Licensor by the Customer on materials catalogues, materials pricing, and materials spend information and contractual agreements with materials suppliers and catalogue data, pricing, and information) will be owned by the Licensor (or, at the Licensor's discretion, another member of the Licensor Group) absolutely. Subject to the confidentiality provisions herein, nothing in this Agreement shall prevent the Licensor from using any experience acquired or developed during the performance of the Services for other clients or on its own behalf. All data (excluding Customer's data) generated in the application using the Licensor's IPR may only be reused by the Customer if the Licensor has provided its prior written permission and the Customer has paid an additional fee reasonably requested by the Licensor. The Customer shall inform the Licensor as soon as possible if the Customer becomes aware of any unauthorised use of the Software or any allegation that use of the Software infringes a third party's IPR.

## **10. INDEMNITY**

The Licensor undertakes at its own expense to defend the Customer or, at its option, settle any claim or action brought against the Customer alleging that the possession or use of the Software (or any part thereof) in accordance with the terms of this licence infringes the Intellectual Property Rights of a third party ("Claim") and shall be responsible for any reasonable losses, damages, costs (including legal fees) and expenses incurred by or awarded against the Customer as a result of or in connection with any such Claim, which for the avoidance of doubt, shall be capped per clause 8. If any third party makes a Claim, or notifies an intention to make a Claim against the Customer, the Licensor's obligations under clause 9 are conditional on the Customer: (a) as soon as reasonably practicable, giving written notice of the Claim to the Licensor, specifying the nature of the Claim in reasonable detail; (b) not making any admission of liability, agreement or compromise in relation to the Claim without the prior written consent of the Licensor; (c) Licensor and its professional advisers access at reasonable times (on reasonable prior notice) to its premises and its officers, directors, employees, agents, representatives or advisers, and to any relevant assets, accounts, documents and records within the power or control of the Customer, to enable the Licensor and its professional advisers to examine them and to take copies (at the Licensor's expense) for the purpose of assessing the Claim; and (d) subject to the Licensor providing security to the Customer to the Customer's reasonable satisfaction against any claim, liability, costs, expenses, damages or losses which may be incurred, taking such action as the Licensor may reasonably request to avoid, dispute, compromise or defend the Claim. The Customer shall indemnify the Licensor and keep the Licensor fully and effectively indemnified against all costs, claims, demands, expenses, and liabilities of whatsoever nature arising out of or in connection with any claim that the use by the Licensor of any information or material supplied by the Customer, for the purpose of enabling the Licensor to provide the Services, infringes the IPR of any third party. If a third party claims that the Software, when used pursuant to this Agreement, infringes its copyright, the Licensor may, at its sole discretion, secure for the Customer the right to continue to use the Software, modify or replace the Software so that it is non-infringing, or repurchase the Software for a credit equal to the portion of previously paid Fees and in such event this Agreement shall terminate. However, the Licensor has no obligation for any claim based on the use of: (i) a non-current release of the Software; (ii) an modified version of the Software not authorised by the Licensor; (iii) the combination, operation, or use with any product, data, or apparatus not provided by the Licensor.

## **11. FEES AND PAYMENT**

The Fees and expenses shall be set forth in the Cover Page. The fees do not include any local, provincial, federal or foreign taxes, VAT, levies or duties of any nature ("Taxes"). The Customer is responsible for paying all applicable Taxes. If the Licensor has the legal obligation to pay or collect Taxes for which the Customer is responsible under this section, the appropriate amount shall be invoiced to and paid by the Customer unless the Customer provides the Licensor with a valid tax exemption certificate authorized by the appropriate taxing authority. Unless otherwise agreed, all Fees shall be payable by the Customer within thirty (30) days of the date of invoice. If the Customer fails to make payment on time in accordance with the Agreement, (i) late payments shall bear daily interest before and after judgment at the rate of the Bank of England base rate plus 5% per annum; (ii) the Licensor reserves the right in its absolute discretion to suspend the supply of the Services; and (iii) the Customer shall indemnify the Licensor (on a full indemnity basis) against all costs and expenses (including reasonable attorneys' fees) incurred by the Licensor in recovering sums due under this Agreement. Unless otherwise agreed in writing, the Fees and the Consultancy Rate/s payable under this Agreement shall be adjusted on the first day of April each year during the Term, by an amount which is equal to the percentage increase, if any, in the Consumer Price Index plus 3% for the preceding calendar year. Notwithstanding above, the Licensor may increase the Fees for any Renewal Term subject to thirty (30) days' notice in writing of such increase before the end of the Initial Period or each Renewal Term.

If the Customer's internal policies require a purchase order to be issued, the Customer shall issue a purchase order to the Licensor in respect of payment no less than thirty (30) days prior to such payment

being due or payable. For the avoidance of doubt, the Customer's failure to issue such purchase order will not prevent the Licensor from issuing an invoice for payment, nor permit the Customer to avoid or delay payment of any such amounts. The terms and conditions of this Agreement shall apply to the exclusion of any other terms that Customer seeks to impose or incorporate, including any terms on a purchase order, or which are implied by trade, custom, practice or course of dealing.

The Licensor may introduce certain new modules and/or functionalities to the Software, which are priced separately and made available for purchase through certain releases ("Significant Module"). Access to such Significant Modules are only provided subject to Customer's written request and payment of applicable fees. A Significant Module (and related fees) will be determined or released by the Licensor at its sole discretion.

## 12. CONFIDENTIALITY

In performance of their obligations under this Agreement, the parties may disclose Confidential Information to each other. Subject to below, each party shall hold all such Confidential Information of the other party in the strictest confidence, not disclose it to any third party without the other party's prior written consent and ensure that knowledge of such Confidential Information of the other party is confined only to its employees or representatives who require such knowledge in the ordinary course of their employment or engagement for the purposes of this Agreement. The foregoing shall not apply to information which prior to receipt thereof from one party was in the possession of the other without any restriction on its disclosure or use, or which is subsequently disclosed to the recipient party without any obligations of confidence by a third party who has not derived it directly or indirectly from the other party, or which is or becomes generally available to the public through no act or default of the recipient party, or which is required by law or by any competent authority to be disclosed (but only to the extent that such disclosure is so required, and subject to prior notice where allowed by the law). Without prejudice to any other rights or remedies which the disclosing party may have, each party acknowledges and agrees that damages may not be an adequate remedy for any confidentiality breach by the recipient and the disclosing party shall be entitled without proof of special damage to the remedies of injunction, specific performance and other equitable relief for any threatened or actual breach of any such provision by the recipient.

## 13. DATA PROTECTION

For the purpose of this clause, "Data Protection Legislation" shall mean the Data Protection Act 2018, the General Data Protection Regulation (EU) 2016/679 ("GDPR"); and "Data Subject", "Controller", "Processor", "Processing" and "Personal Data" have the meaning set out in the Data Protection Legislation in relation to data that are Processed under this Agreement.

To the extent that the Licensor is a Processor acting on behalf of the Customer, for the purposes of this Agreement: (a) the type of Personal Data and categories of Data Subjects are: User's names and contact details such as work email address and work phone number, and IP location; and; (b) the nature/purpose of the Processing is to enable the Licensor to grant the Subscription and carry out the Services (which form the subject matter of the Processing) and the duration of the Processing shall be the Term of this Agreement.

Both parties shall comply with its obligations under the applicable Data Protection Legislation. This Section is in addition to, and does not relieve, remove or replace, a party's obligations or rights under the Applicable Data Protection Legislation.

**1.1.** The Licensor shall : (i) process the Personal Data only to the extent necessary for the purposes specified herein, in accordance with the Customer's written instructions and this clause 13; (ii) implement appropriate technical and organisational measures in accordance with the Data Protection Legislation to ensure a level of security appropriate to the risks that are presented by such Processing; (iii) assist the Customer insofar as this is possible (taking into account the nature of the processing and the information available to Licensor), and at the Customer's cost and written request, in responding to any request from a data subject and in ensuring the Customer's compliance with its obligations

under applicable Data Protection Legislation with respect to security, breach notifications, impact assessments and consultations with supervisory authorities or regulators; (iv) notify the Customer without undue delay on becoming aware of a personal data breach involving the customer Personal Data; (v) at the written direction of the Customer, delete or return customer Personal Data and copies thereof to the Customer on termination of the agreement unless Brady is required by applicable law to continue to process that customer Personal Data. For the purposes of this Section, customer Personal Data shall be considered deleted where it is put beyond further use by Brady; (vi) maintain records to demonstrate its compliance with this Section (vii) comply with the applicable Data Protection Legislation in the event Licensor requires to transfer the Personal Data outside of the United Kingdom or European Economic Area; and (viii) ensure that any employees or other persons authorised to Process the Personal Data are subject to appropriate obligations of confidentiality;. The Customer confirms that it has the necessary authority or consent (where required) from all relevant Data Subjects for enabling Licensor to use and process such Personal Data in accordance with this Agreement.

## 14. TERM AND TERMINATION

This Agreement shall commence on the Effective Date and continue for the Term unless terminated earlier in accordance with this clause 14 or by the applicable provisions of the Cover Page. Either party may terminate this Agreement on immediate written notice to the other party if: (i) the other party is in material breach under this Agreement; (ii) the other party is in breach of its obligations under this Agreement and (where such breach is capable of remedy) fails to remedy such breach or provide an appropriate plan to remedy such breach within thirty (30) days of receipt of notice from the party not so in breach requiring it to do so; (iii) the other party undergoes insolvency or bankruptcy events or its normal business operations ceases or goes under the control of a receiver appointed by the authority; (iv) except with respect to payment obligations hereunder, if a Force Majeure Event delays or prevents the performance of any obligations of either of the parties, such failure or delay shall not be deemed to constitute a material breach of this Agreement, but such obligation shall remain in full force and effect, and shall be performed or satisfied as soon as reasonably practicable after the termination of the relevant circumstances causing such failure or delay, provided that if such party is prevented or delayed from performing for more than ninety (90) days, the other party may terminate this Agreement upon thirty (30) days' written notice.

Upon termination of this Agreement: (a) clauses 8, 12, 19, 20 and this clause 14 shall continue in full force and effect; (b) the Customer shall immediately cease using the Software; (c) within five days of such termination the Customer shall delete all copies of any part of the Software and return the Software, the Documentation and all copies thereof to the Licensor; (d) if this Agreement is terminated by the Licensor for breach, or by the Customer for convenience, all sums that would have been due had this Agreement not been terminated prior to the expiry of the Term shall become immediately due and payable to the Licensor. Any termination of this Agreement shall be without prejudice to any other rights or remedies either party may be entitled to under this Agreement or at law.

## 15. AMENDMENTS TO SCOPE AND HOSTING SERVICES

The Customer may, by giving written notice to the Licensor, request: (i) an increase in the scope of the Subscription (including the provision of additional Modules or Users); or (ii) a change to the Hosting Services. Within a reasonable time of receipt of such notice, the Licensor shall, prepare for the Customer a written estimate of any increase in the Fees and of any effect that the requested change would have on other aspects of the Hosting Services. Within fourteen (14) working days of receipt of the written estimate referred herein, the Customer shall inform the Licensor in writing whether or not the Customer wishes to proceed with the change. The Licensor shall not make the requested change until the parties have mutually agreed and signed a written variation to this Agreement specifying any change to the Subscription or Services and any change to the Fees.

## 16. COMPLIANCE WITH LAWS

The Customer shall comply with all applicable laws and regulations including but not limited to anti-bribery and export control laws, and maintain its own policies and procedures to ensure compliance.

Except as expressly provided in this Agreement, a person who is not a party to this Agreement shall not have any rights to enforce any term of this Agreement.

#### **17. GOVERNING LAW AND JURISDICTION**

The Agreement, and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims), shall be governed by, and construed in accordance with the laws of the country where the Licensor is registered and the parties irrevocably submit to the exclusive jurisdiction of the courts of such country.

#### **18. MISCELLANEOUS**

a. Neither party shall be liable to the other party, for any loss or damage which may be suffered as a direct or indirect result of a party being delayed, prevented or hindered in the performance of any of its obligations under this Agreement by reason of a Force Majeure Event. The affected party shall give notice to the other party as soon as is reasonably practical about the Force Majeure Event impacting the performance of this Agreement.

b. In addition to certain information about the Customer that is needed to provide the Customer with the Software or Services, the Licensor may maintain other information about the Customer and its Users, including the duration and frequency of the use of the Software, the pages viewed and searches performed, and other such anonymous usage data (collectively "Usage Data"). The Licensor uses the Usage Data for internal business purposes only, including improving, testing, and providing the Software, Services, and any additional services. The Licensor may disclose Usage Data in aggregate form (e.g., data aggregated from the Customer and other customers' use of the Software and Hosting Services, but does not identify the Customer or any other customer) for promotion, statistical analysis, market analysis, financial analysis, and other such purposes.

c. All notices, requests, consents, claims, demands, waivers, and other communications hereunder (each, a "Notice") shall be addressed to the parties at the addresses set forth on the Cover Page or relevant SOW (or to such other address that may be designated by the receiving party from time to time in writing). Notices shall be in writing and shall be delivered by hand or by pre-paid first-class post or other next working day delivery service, airmail or sent by e-mail (except for legal or termination notices) to the relevant party's email address specified on the Cover Page or relevant SOW (or any other e-mail address notified by one party to the other in writing for this purpose).

d. This Agreement, together with any other documents incorporated herein by reference, and related Cover Page, exhibits and schedules, constitutes the sole and entire agreement of the parties to this Agreement with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to such subject matter.

e. This Agreement may only be amended, modified, or supplemented by an agreement in writing signed by each party hereto, and any of the terms thereof may be waived, only by a written document signed by each party to this Agreement or, in the case of waiver, by the party or parties waiving compliance.

f. If any term or provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.

g. The Customer shall not assign or transfer its rights or obligations in connection with this Agreement without the prior written consent of the Licensor which the Licensor may provide or withhold in its absolute discretion. The Licensor may assign or transfer its rights or obligations in connection with this Agreement in its absolute discretion to its affiliates.

h. This Agreement may be executed in multiple counterparts and by electronic or facsimile signature, each of which shall be deemed an original and all of which together shall constitute one instrument.

## **ATTACHMENT 1: HOSTING SERVICES**

### **1. INTRODUCTION**

Where applicable, the Licensor offers hosting services ("Hosting Services") in conjunction with the licensing of the software package as set out below. As at the date of this Agreement, the Licensor has selected Rackspace Limited ("Hosting Provider") as the third-party provider of the Hosting Services. The Licensor may select another provider to be the Hosting Provider in its absolute discretion, but subject to any Data Protection Legislation requirements.

### **2. HOSTING SERVICES**

In return for payment of the Hosting Fees, the Licensor shall provide the following Hosting Services to the Customer: (i) a hardware & software environment hosting by the Hosting Provider in a single data centre on which the Licensor's Software will be installed ("Hosting Environment") for use as one (1) production system; the Hosting Environment is deemed to start and terminate at the external firewall to the Hosting Provider's data centre and specifically excludes the Software itself; (ii) the Licensor will allow specific and uniquely identified persons ("Named Hosting Users") to connect to the Hosting Environment for the purpose of using the Software; (iii) connections to the Hosting Environment will be via the Microsoft Remote Desktop Services solution and an internet-based site to site Virtual Private Network (VPN) connection from the Customer's site; and (iv) one (1) additional instance of the Licensor's Software within the Hosting Environment for use as a test system. Any further additional instances shall be agreed by the parties on the Cover Page or separately in writing.

The Licensor will provide the following services in the Hosting Environment, as necessary: (a) multi layered security monitoring; (b) system component and resource management; (c) regular updates of multi layered security system; (d) scheduled updates of platform/OS environment; (e) scheduled updates of database environment; and (f) database administration. The Licensor will not provide the following services in the Hosting Environment: (v) management of specific static or variable data within the Software; (w) business level reporting from the Software; (x) database or performance management; (y) execution or management of business functions within the Software; and (z) access to Hosting Environment infrastructure other than through the Software. In addition, the Customer's local infrastructure and any infrastructure between the Customer's sites and the Hosting Environment (up to but not including the firewall of the Hosting Environment) remains the Customer's sole responsibility.

The Licensor will use reasonable endeavours to deploy the Hosting Services promptly, but does not guarantee that the Hosting Services will be deployed within a particular timeframe. The Licensor shall not be responsible and shall have no liability for any delay in deployment of the Hosting Services caused by the Hosting Provider.

### **3. CUSTOMER OBLIGATIONS**

The Customer must: (i) use reasonable security precautions in connection with its use of the Hosting Services; (ii) comply with the laws applicable to its use of the Hosting Services; (iii) comply with the Hosting Provider's acceptable use policy as updated from time to time to reflect changes in law, regulation or accepted industry practice, and for the time being, set out at <http://www.rackspace.co.uk/legal/aup/>; (iv) comply with the Microsoft licence terms, for the time being, set out at <http://www.rackspace.co.uk/aboutus/microsoftlicense.html/>; and (v) co-operate with the Licensor's reasonable investigation of service outages, security problems, and any suspected breach of this Agreement. The Customer shall use reasonable endeavours in line with standard industry practice to ensure it does not store, distribute or transmit any virus, or any material through the Hosting Services that is: unlawful, harmful, threatening, defamatory, obscene, infringing, harassing or racially or ethnically offensive; facilitates illegal activity; depicts sexually explicit images; promotes unlawful violence, discrimination based on race, gender, colour, religious belief, sexual orientation, disability; and or any other illegal activities; and not use the Hosting Services to provide services to third parties.

The Customer is responsible for: (a) understanding the regulatory requirements applicable to its business and for selecting and using the

Hosting Services in a manner that complies with any applicable requirements; (b) keeping its account permissions up to date and confidential; and (c) the use of the Hosting Services by any of its employees, personnel, officers and directors, any person it authorises to use the Hosting Services, any person to whom it has given access to the Hosting Services, and any person who gains access to the Customer's data or the Hosting Services as a result of the Customer's failure to use reasonable security precautions, even if such use was not authorised by the Customer.

The Customer shall use reasonable endeavours to prevent any unauthorised access to, or use of, the Hosting Services and notify the Licensor promptly of any such unauthorised access or use. The Customer may not use the Hosting Services in any situation where failure or fault of the Hosting Services could lead to death or serious bodily injury of any person, or to physical or environmental damage. For example, the Customer may not use, or permit any other person to use, the Hosting Services in connection with aircraft or other modes of human mass transportation, nuclear or chemical facilities, or medical life support devices.

### **4. AVAILABILITY**

"Availability" shall mean the Hosting Environment successfully responding to the Hosting Provider's Hosting Environment monitoring tool. The Hosting Environment will have a target level of Availability of 99% from 18:00 GMT on a Sunday through to 23:59 GMT on a Saturday, except where an Excused Event applies in accordance with this clause 4. The period from 00:00 GMT on a Sunday through to 17:59 GMT Sunday, or any downtime for maintenance or otherwise that is pre-arranged between the Licensor and the Customer, is defined as "Scheduled Downtime". All availability calculations shall be based upon the number of days in the given calendar month.

Hosting Environment Availability guarantee:

The target Availability for the Hosting Environment will be a minimum of 99% of the time in each calendar month excluding Scheduled Downtime and Excused Events ("Target Availability"). The actual Availability of the Hosting Environment will be measured according to the following formula and excluding Excused Events ("Actual Availability"):

$$\frac{(A - B - C)}{(A - B)} * 100$$

Where:

A = total minutes in Calendar month

B = minutes of Scheduled Downtime

C = minutes of actual downtime

The following are "Excused Events" which will not count as periods of unavailability of the Hosting Environment where they occur or persist outside of Scheduled Downtime: (i) the Customer makes changes to the Hosting Environment or otherwise cause or request any change that results in unavailability; (ii) unavailability occurs due to issues with any up or downstream connectivity/interfaces including traffic spikes arising from external factors outside of the Licensor's control; (iii) unavailability occurs due to issues with connectivity between the Customer's site/s and the Hosting Environment or due to any failure or issue outside of the Hosting Environment itself; (iv) where the Hosting Environment is located across more than one data centre and where a failover event has already occurred; the guarantee will continue to apply for the primary data centre but will not cover subsequent issues in the secondary data centre or other internet connection issues.

### **5. HOSTING SUPPORT**

"Hosting Environment Support Hours" are 24/7. Outside of Standard Support Hours, per the Brady Support Policy this support will be provided via an emergency hotline number (available to registered users only).

### **6. HOSTING SERVICE FAULTS**

The Licensor will use its reasonable endeavours to meet the target times set out in the table below. The Licensor will determine the priority of the fault.

**Priority H0 – Critical Hosting Service Fault**

This applies to faults that will materially impact the Customer’s business because access to the Hosting Environment is unavailable to one or more Users and cannot be used in production, with no possible workaround solutions immediately available.

These include faults, which involve hardware/server failure and power failure within the Hosting Environment, but excludes faults within the Licensor’s Software or any component beyond the external firewall of the Licensor’s data centre.

The Licensor aims to work to resolve the Priority H0 faults as soon as possible from the time of the fault being reported to the Licensor.

Initial response target	One (1) hour during Support Hours.
Resolution target	Continuous support during Support Hours and further work, at the Licensor’s discretion, outside Support Hours, until the critical issue is resolved.
Escalation target	Two (2) hours between each level.

Maintenance requests, or faults identified, which are not resolved before the escalation targets described in the priority issues tables above, may be escalated by the Customer through the following levels of the Licensor’s organisation:

Level 1	Hosting Team Lead
Level 2	Head of Customer Support
Level 3	Account Manager

Provision of maintenance/support services for the Hosting Environment, as defined above, are subject to the Customer providing all of the following to the Licensor: (i) A ticket for each issue at the start of the process, logged via the Licensor’s web based issue tracking software; (ii) A comprehensive clear description of the fault and expected behaviour, details of the steps to reproduce the problem and copies of screenshots where appropriate; (iii) Prompt responses to all reasonable requests for additional information in relation to the fault identified; and (iv) Approval to access or copy the Customer’s production database; this approval will be deemed to have been granted once the Customer has logged a ticket via the Licensor’s web based issue tracking software.

**7. UPDATE SERVICES**

The Licensor will perform operating system and database system updates as deemed required for correct operation of the Hosting Environment and the Software. Updates to the Software including essential patches for error corrections will also be routinely performed. The schedule for updates will be determined by the Licensor with the Customer being given appropriate advance notification based on the type and criticality of the updates. In the event that the Customer wishes to delay an update, the Licensor will make reasonable efforts to re-schedule the update to a mutually acceptable date. New versions of the Software and associated database scripts will be made available within the Hosting Environment by the Hosting team and are included in the Hosting Services. This constitutes a basic upgrade of the Software. Any Customer-specific requirements over and above these activities shall be planned by the Customer and Licensor as an appropriate chargeable project.

**8. SUSPENSION**

The Licensor may suspend the Hosting Services without liability if the Hosting Provider suspends the Hosting Services because: (i) it reasonably believes that the Hosting Services are being used by the Customer in breach of this Agreement; (ii) the Customer does not cooperate with a reasonable investigation by the Hosting Provider of any suspected violation of this Agreement; (iii) there is an attack on the Hosting Environment or the Hosting Environment is accessed or manipulated by a third party without the Customer’s consent; (iv) the Hosting Provider is required by law or a regulatory or government body to suspend the Hosting Services; or (v) there is another event for which the Hosting Provider reasonably believes that the suspension of the Hosting Services is necessary to protect the Hosting Provider’s network or the Hosting Provider’s other Customer. The Licensor shall, where notice is received from the Hosting Provider,

give the Customer advance notice of a suspension at least twelve (12) hours during business hours (being 8am to 5pm Monday to Friday, excluding public holidays). If the Hosting Environment is compromised, then the Customer shall address the vulnerability prior to the Hosting Provider placing the Hosting Environment back in service.

**9. INDEMNIFICATION**

If the Licensor or its Hosting Provider or any of its affiliates or their respective employees, agents or suppliers (the “Indemnitees”) is faced with a legal claim by a third party arising out of the Customer’s actual or alleged negligence, breach of law, failure to meet the security requirements of this Agreement, breach of the Hosting Provider’s acceptable use policy or export control regulations, then the Customer shall pay to the Licensor the cost of defending the claim (including reasonably legal fees) and any damages award, fine or other amount that is imposed on the Indemnitees as a result of the claim. The Customer’s obligations under this paragraph include claims arising out of the acts or omissions of the Customer’s employees or agents, any other person to whom the Customer has given access to the Hosting Services, and any person who gains access to the Hosting Services as a result of the Customer’s failure to use reasonable security precautions, even if the acts or omissions of such persons were not authorised by the Customer. The Customer must also pay to the Licensor reasonable legal fees that the Licensor and/or the Hosting Provider incur in connection with any dispute between persons having a conflicting claim to control the Customer’s use of the Hosting Services, or any claim arising from an actual or alleged breach of the Customer’s obligations. The Licensor and/or Hosting Provider will choose legal counsel to defend any claim made, provided that these decisions will be reasonable and will be promptly communicated to the Customer. The Customer shall comply with the Licensor’s reasonable requests for assistance and cooperation in the defence of the claim. The Customer shall pay reasonable legal fees and expenses due under this clause as the Licensor and/or Hosting Provider incur them.

**10. SECURITY AND BACKUP**

The Licensor will perform a full database backup operation once per week with differential backups on each subsequent day. The Licensor will manage the restoration of database backups in the case of breakdown. The Licensor will retain database backups on-site for two (2) weeks. The Customer releases the Licensor and the Hosting Provider from liability for loss of data to the extent that the data has changed since the time that the Licensor or the Hosting Provider was last required to perform a backup. The Licensor will use reasonable endeavours to ensure reasonable security precautions and practices in connection with the Hosting Services. Neither the Licensor nor the Hosting Provider is responsible to the Customer nor to any third party for unauthorised access to the Customer’s data or the unauthorised use of the Hosting Services unless the unauthorised access or use is attributable to the Licensor. The Customer agrees that it will not interfere with any services management software agent(s) that the Hosting Provider or the Licensor installs on the Hosting Environment.

**11. OWNERSHIP**

The Customer does not acquire any ownership, interest in or right to possess the Hosting Environment, and the Customer has no right of physical access to the Hosting Environment. Neither the Hosting Provider nor the Licensor acquire any ownership, interest in or right to the information the Customer transmits to or from or stores on the Hosting Environment.

**12. HOSTING FEES**

If there is an increase in the fees payable by the Licensor to the Hosting Provider, the Licensor reserves the right to increase the Hosting Fees accordingly. Unless otherwise agreed, the Licensor shall provide the Customer with not less than three (3) months’ notice of any increase in the Hosting Fees under this paragraph.

## ATTACHMENT 2

### **BRADY ONLINE SOLUTION INFORMATION SECURITY PRACTICES**

#### **1. DISCLAIMER**

The information contained in this document represents the current view of Brady as of the date of its publication. This document and its contents are subject to modification by Brady in its absolute discretion. Brady does not guarantee that the information contained in this document will be error-free or kept up to date after its publication.

TO THE EXTENT PERMITTED BY APPLICABLE LAW, BRADY MAKES NO WARRANTIES, EXPRESS, IMPLIED OR STATUTORY, ABOUT THE INFORMATION CONTAINED IN THIS DOCUMENT.

#### **2. INFORMATION SECURITY PROGRAM**

Brady maintains an Information Security Program which includes appropriate physical, technical and administrative safeguards to protect any client data or confidential information ("Client Data") from unauthorized or unlawful destruction, loss, alteration, disclosure or access. Further, Brady maintains various policies including Information Security Policy, Acceptable Use Policy, Incident Management Policy etc., with objectives and targets set and monitored to achieve continual improvement of Information Security Program.

#### **3. TECHNICAL CONTROLS**

Brady maintains, where appropriate, certain technical controls to ensure the security of Client Data, including but not limited to, access controls, network controls, encryption, two-factor authentication etc. However, the internet is an open system and Brady does not warrant or guarantee that third parties cannot or will not intercept or modify Client Data outside of the application.

#### **4. DATA BACK UP**

Client Data will be backed up on a frequency appropriate to ensure the Recovery-Point-Objective (RPO) as detailed herein. Client Data backups will be stored within the same geographical region (but different data centre) as the rest of the Client Data, so as to preserve data residency and compliance boundaries. Brady may from time to time test its backup systems and may use copies of Client Data as part of these tests. In the event of a disaster, RPO will be a maximum of fifteen (15) minutes.

#### **5. MONITORING**

Brady will use reasonable endeavours to monitor the cloud solution 24/7/365 days per year. This will include automated alerts on the availability, welfare, performance and security of the components comprising the cloud solution.

#### **6. INCIDENT MANAGEMENT**

Brady maintains a Business Continuity / Disaster Recovery Plan to ensure business operations' continuation during an emergency, natural disaster, or cybersecurity threat. Brady will test such plan periodically at its discretion to ensure the effectiveness of the plan. If any breach of Brady's Information Security Program leads to the accidental or unlawful or unauthorized destruction, loss, alteration, disclosure of, or access to any client's data or confidential information (each a "Data Breach Incident"), Brady will investigate such Data Breach Incident, and subject to verification, promptly notify the affected client(s). The notice will summarize the nature and scope of the Data Breach Incident and the corrective action already taken or planned by Brady. Brady will take all reasonable actions to mitigate the Data Breach Incident. Brady will reasonably cooperate with affected client(s) in the investigation and remediation of the Data Breach Incident.

#### **7. HOSTING PARTNER SECURITY PRACTICES**

Brady utilises services from Microsoft Azure to host Online Solution. Microsoft Azure follows ISO27001 and SOC 2 Type 2 certifications and other industry standard security practices. More information about Microsoft's security compliance can be found in the following link.

<https://azure.microsoft.com/en-us/resources/microsoft-azure-compliance-offerings/>

#### **8. INFOSEC POINT OF CONTACT**

Brady's primary information security point of contact is:

##### **Information Security**

Centennium House  
100 Lower Thames Street  
London, EC3R 6DL  
United Kingdom  
T: +44 (0)20 3301 1200  
E: data.protection@bradyplc.com

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