

Reluna Technology Ltd.



Reluna Online Platform As A Service Terms

Effective starting: September 1, 2024

These terms and conditions govern all customers' access to and use of the Services (as defined below). These terms and conditions will also apply in the event that Reluna (as defined below) agrees to a trial or pilot arrangement including such trial or pilot arrangement as are provided at no charge to the customer.

This Agreement for access to and use of the Services may be accepted by clicking the "I Accept" box indicating acceptance. The customer should review these terms and conditions with care. If the customer does not wish to accept these terms and conditions the customer should not click the "I Accept" box and the customer will not be able to access or use the Services.

If the person intending to click the "I Accept" box is doing so on behalf of a company or other legal entity, such person represents and undertakes that they have the authority to bind such entity and its affiliates to these terms and conditions including by an online execution of this Agreement. If the person intending to click the "I Accept" box does not have such authority, or does not agree with these terms and conditions, such individual must not click the "I Accept" box to seek to give effect to this Agreement and they and the relevant company may not use the Services.

Before being able to operate the 'I Accept' box, the customer must complete the customer details in the Parties section below and complete the contact information in clause 26.

- (A) Reluna has developed certain sophisticated software solutions and a platform which it makes available to subscribers via the internet to support asset, customer and portfolio management.
- (B) The Customer wishes to access Reluna's platform and use Reluna's software solutions in its business operations.
- (C) Reluna has agreed to provide access to the platform and to its software solutions and the Customer has agreed pay for access to Reluna's platform and software solutions subject to the terms and conditions of this Agreement.

1. INTERPRETATION

The definitions and rules of interpretation in this clause apply in this Agreement.

1.1 Definitions:

"Affiliate" means in respect of a party, its subsidiaries, its holding companies and every subsidiary of each such holding company from time to time (and for this purpose "subsidiary" and "holding company" shall be construed in accordance with section 1159 of the Companies Act 2006) and any other entity agreed in writing by the parties as being an Affiliate in respect of either party;

"Authorised Users" means those employees, agents, clients and independent contractors of the Customer who are authorised by the Customer to use the Services and the Documentation, as further described in clause 2.2.5.

"Back-Up Policy" means the back-up policy set out at <https://www.reluna.com/legal-information> or such other website address as may be notified to the Customer from time to time.

"Business Day" means a day in the UAE other than a Saturday, Sunday or any legal public holiday.

"Change of Control" means a circumstance where any person or group of persons acting in concert gains direct or indirect control of a party to this Agreement. For the purposes of this definition, Control means:

- (i) the power (whether by way of ownership of shares, proxy, contract, agency or otherwise)
- (ii) cast, or control the casting of, more than one-half of the maximum number of votes that might be cast at a general meeting of that party; or
- (iii) appoint or remove all, or the majority, of the directors or other equivalent officers of that party; or

(iv) give directions with respect to the operating and financial policies of the relevant party with which the directors or other equivalent officers of that party are obliged to comply; or

(v) the holding beneficially of more than 50 per cent of the issued share capital of the relevant party (excluding any part of that issued share capital that carries no right to participate, or no right to participate beyond a specified amount, in a distribution of either profits or capital); and

(vi) acting in concert means, in respect of a group of persons, that such persons pursuant to an agreement or understanding (whether formal or informal), co-operate to obtain or consolidate control of the relevant party;

"Competitor" means a provider of asset management related software solutions to the financial services market;

"Confidential Information" means all information in any medium or format (including written, oral, visual or electronic, and whether or not marked or described as "confidential"), together with any copies, which relates to a party (the **"Disclosing Party"**), to its Group, or to its (or its Group members') employees, officers, customers or suppliers, and which is directly or indirectly disclosed by or on behalf of the Disclosing Party to another party (the **"Receiving Party"**) under or in connection with this Agreement (or which is learnt or acquired by the Receiving Party in connection with this Agreement), whether before or after the date of this Agreement, and which would reasonably be regarded as confidential, BUT shall not include (i) information which is in the public domain other than as a result of a breach of this Agreement or any separate confidentiality undertaking between the parties; (ii) information which the Receiving Party received, free of any obligation of confidence, from a third party which was not itself under any obligation of confidence in relation to that information, whether before the date of its disclosure by the Disclosing Party or otherwise; or (iii) information which the Receiving Party can show by its written or other records was developed or created independently by the Receiving Party or any member of the Receiving Party's Group;

"Customer" means the customer identified in clause 25;

"Customer Account" means the Customer's account with Reluna in respect of the Services.

"Customer Content" means all text, information, data, software, executable code, images, audio or video material, in whatever medium or form, inputted by the Customer and/or Authorised Users for the purpose of using, developing or maintaining any Application or using the Services or facilitating the Customer's use of the Services, but excluding all authentication information provided in relation to the Customer Account.

"controller", "processor", "personal data", "processing" and "appropriate technical and organisational measures" shall be interpreted in accordance with the Data Protection Legislation in the relevant jurisdiction;

"Data Protection Legislation" means, to the extent applicable to a party or the parties, European Directive 2002/58/EC, the GDPR, the UK Data Protection Act 2018, the UK GDPR and Federal Decree-Law No. 45 of 2021 on the Protection of Personal Data Protection ("PDPL") and any legislation and/or regulation implementing or made pursuant to them, or which amends, replaces, re-enacts or consolidates any of them, and all other applicable laws relating to processing of personal data and privacy that may exist in any relevant jurisdiction, including, where applicable, the binding guidance and codes of practice issued by supervisory authorities.

"Data Security Breach" means an (a) accidental, unauthorised or unlawful destruction, loss, alteration, unauthorised disclosure of or unauthorised third-party access to Personal Data or (b) a similar incident involving Personal Data.

"Documentation" means the material made available to the Customer by Reluna online via <https://help.reluna.com/kb> or such other web address notified by Reluna to the Customer from time to time which sets out a description of the Services and the user instructions for the Services.

"Effective Date" means the date of this Agreement.

"Group" in relation to each party means that party and its Affiliates;

"Initial Subscription Term" means a period of twelve months from the Effective Date.

"IPR Claim" means any claim or action against the Customer by any third party, in relation to the use of the Services (or any part of the Services) or the Software by the Customer in accordance with the terms of this Agreement infringes the copyright of that third party.

"Intellectual Property Rights" means patents, utility models, rights to inventions, copyright and neighbouring and related rights, moral rights, trade marks and service marks, business names and domain names, rights in get-up and trade dress, goodwill and the right to sue for passing off or unfair competition, rights in designs, rights in computer software, database rights, rights to use, and protect the confidentiality of, confidential information and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist

now or in the future in any part of the world, and Intellectual Property Rights include, without limitation, any Marks.

"Insolvency Event" means the occurrence of any one or more of the following events in relation to a party:

- (a) the party becomes unable to pay its debts, admits its inability to pay its debts or becomes insolvent;
- (b) a petition is presented, an order made or a resolution passed for the liquidation (otherwise than for the purposes of a solvent amalgamation or reconstruction), administration, bankruptcy or dissolution of the party;
- (c) an administrative or other receiver, manager, trustee, liquidator, administrator or similar person or officer is appointed to the party and/or over all or any part of the assets of the party;
- (d) the party enters into or proposes any composition or arrangement concerning its debts with its creditors (or any class of its creditors) generally; or
- (e) anything equivalent to any of the events or circumstances listed in limbs (a) to (d) (inclusive) occurs in any applicable jurisdiction;

"Marks" means

- 1(a) any trade marks, trade names, service marks, trade dress, logos, URLs and domain names;
- 1(b) any identifying slogans and symbols;
- 1(c) any abbreviation, contraction or simulation of any of the items in paragraph (a) or paragraph (b); and
- 1(d) the "look and feel",

of a party to this Agreement, whether or not registered.

"Normal Business Hours" means 8.00 am to 6.00 pm Gulf Standard Time, each Business Day.

"Open-Source Software" means any software licensed under any form of open-source licence meeting the Open Source Initiative's Open Source Definition (set out at www.opensource.org) or any libraries or code licensed from time to time under the General Public Licence (as described by the Free Software Foundation and set out at www.gnu.org), or anything similar, included or used in, or in the development of, the Services or the Software, or with which the Services or the Software is compiled or to which it is linked.

"Platform" means Reluna's infrastructure and cloud computing platform and runtime environment, as described in the Documentation.

"Renewal Period" means a period of 12 months commencing on the day following expiry of the Initial Subscription Term and on the day following expiry of a Renewal Period.

"Security Event" means:

- 1(a) any unauthorised third party access to the Services or the Platform; or
- 1(b) any use of the Service by the Customer or any Authorised User that is in breach of the Acceptable Use Policy and has the potential to materially impact the Platform, the Services or use of the Services by any other customer of Reluna or any of that customer's users; or
- 1(c) any Vulnerability or Virus introduced into the Platform or the Services by (or facilitated through) the Customer or any Authorised User.

"Service Level Agreement" means the service level agreement set out in Schedule 3.

"Services" means the subscription services provided by Reluna to the Customer under this Agreement via reluna.com or any other website notified to the Customer by Reluna from time to time, as more particularly described in the Documentation, including:

- 1(a) the provision of the Platform, the Software and the Support; and
- 1(b) such other services as Reluna may decide, at its discretion, to integrate into the Platform from time to time.

"Software" means the online software applications and tools provided by Reluna from time to time as part of the Services, including any updates Reluna may make to such applications and tools from time to time.

"Subscription Fees" means the subscription fees payable by the Customer to Reluna for the User Subscriptions, as set out in paragraph 1 of Schedule 1.

"Subscription Term" has the meaning given in clause 14.1 (being the Initial Subscription Term together with any subsequent Renewal Periods).

"Support" means the support to be provided to the Customer under clause 4.3.

"Support Services Policy" means Reluna's policy for providing support in relation to the Services as made available at <https://www.reluna.com/legal-information> or such other website address as may be notified to the Customer from time to time.

"User Subscriptions" means the user subscriptions purchased by the Customer pursuant to clause 9 and Schedule 1 which entitle Authorised Users to access and use the Services and the Documentation in accordance with this Agreement.

"Virus" means anything or device (including any software, code, file or programme) which may: prevent, impair or otherwise adversely affect the operation of any computer software, hardware or network, any telecommunications service, equipment or network or any other service or device; prevent, impair or otherwise adversely affect access to or the operation of any programme or data, including but not limited to the reliability of any programme or data (whether by re-arranging, altering or erasing the programme or data in whole or part or otherwise); or adversely affect the user experience, including but not limited to worms, trojan horses, viruses and other similar things or devices.

"Vulnerability" means a weakness in the computational logic (for example, code) found in software and hardware components that, when exploited, results in a negative impact to confidentiality, integrity, or availability, and the term Vulnerabilities shall be interpreted accordingly.

- 1.2 The Clause and Schedule headings are for convenience only and shall not affect the interpretation of this Agreement.
- 1.3 Any reference to a Clause, Schedule or paragraph is to a Clause of this Agreement, Schedule to this Agreement, or paragraph of a Schedule to this Agreement.
- 1.4 References to the singular include the plural and vice versa, and references to one gender include the other genders.
- 1.5 Any reference to persons includes natural persons, firms, partnerships, limited liability partnerships, companies, corporations, unincorporated associations, local authorities, governments, states, foundations and trusts (in each case whether or not having separate legal personality) and any agency of any of the above.
- 1.6 Any phrase introduced by the terms "including", "include", "in particular", "such as", "for example" or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding or following those terms.
- 1.7 Any reference to a statute, statutory provision or subordinate legislation (legislation) (except where the context otherwise requires): (i) shall be deemed to include any bye laws, licences, statutory instruments, rules, regulations, orders, notices, directions, consents or permissions made under that legislation; and (ii) shall be construed as referring to any legislation which replaces, re-enacts, amends or consolidates such legislation (with or without modification) at any time provided that, where such amendment or modification imposes any new or extended obligation, liability or restriction on, or otherwise adversely affects the rights of, any party, the parties shall invoke the provisions of Clause 17.
- 1.8 Any reference to an English legal expression for any action, remedy, method of judicial proceeding, legal document, legal status, court, official or any legal concept or thing shall, in respect of any jurisdiction other than England, be deemed to include a reference to what most nearly approximates in that jurisdiction to the English legal expression.
- 1.9 The Schedules form part of this Agreement and shall have effect as if set out in full in the body of this Agreement. Any reference to this Agreement includes the Schedules.
- 1.10 Any reference to "writing" or "written" includes fax and email.
- 1.11 Any reference to this Agreement or to any other agreement or document referred to in this Agreement is a reference to this Agreement or such other agreement or document as varied or novated from time to time in accordance with its terms (in each case, other than in breach of the provisions of this Agreement).

2. USER SUBSCRIPTIONS

- 2.1 Subject to the Customer complying fully with the terms and conditions of this Agreement, Reluna hereby grants to the Customer a non-exclusive, non-transferable right and licence, without the right to sublicense, for the Subscription Term to permit the Authorised Users to access the Platform, to use the Services and the Documentation to support the Customer's internal business operations.

- 2.2 In relation to the Authorised Users, the Customer undertakes that:
- 2.2.1 the maximum number of Authorised Users that it authorises to access and use the Services and the Documentation shall not exceed the number of User Subscriptions agreed and detailed in the enterprise licence arrangements set out in Schedule 1;
 - 2.2.2 it will not allow or suffer any User Subscription to be used by more than one individual Authorised User unless it has been reassigned in its entirety to another individual Authorised User, in which case the prior Authorised User shall no longer have any right to access or use the Services and/or Documentation;
 - 2.2.3 it shall procure that each Authorised User shall keep a secure password for their use of the Services and Documentation with a minimum of twelve characters being a mixture of alphanumeric characters and special symbols, that such password shall be changed no less frequently than monthly and that each Authorised User shall keep this password confidential;
 - 2.2.4 it shall disable any Authorised User's access to the Services and the Documentation promptly upon termination or suspension of such Authorised User's employment or services contract with the Customer;
 - 2.2.5 it shall maintain a written, up-to-date list of current Authorised Users and provide such list to Reluna within five (5) Business Days of Reluna's written request at any time or times;
 - 2.2.6 it shall permit Reluna or Reluna's designated auditor to audit the Services in order to establish the name and password of each Authorised User and Reluna's data processing facilities to audit compliance with this Agreement. Such audit may be conducted no more than once per quarter, at Reluna's expense, and this right shall be exercised with reasonable prior notice, in such a manner as not to substantially interfere with the Customer's normal conduct of business;
 - 2.2.7 if any of the audits referred to in clause 2.2.6 reveal that any password has been provided to any individual who is not an Authorised User, then without prejudice to Reluna's other rights, the Customer shall promptly disable such passwords and Reluna shall not issue any new passwords to any such individual;
 - 2.2.8 if any of the audits referred to in clause 2.2.6 reveal that the Customer has underpaid Subscription Fees to Reluna, then without prejudice to Reluna's other rights, the Customer shall pay to Reluna an amount equal to such underpayment as calculated in accordance with the prices set out in paragraph 1 of Schedule 1 within ten (10) Business Days of the date of the relevant audit; and
 - 2.2.9 it will not permit the Services to be accessed for purposes of monitoring their availability, performance or functionality, or for any other benchmarking or competitive purposes.
- 2.3 The Customer shall comply with the Acceptable Use Policy in relation to its use of the Platform and Services and in the uploading of any Customer Content and shall procure that its Authorised Users also comply with the Acceptable Use Policy.
- 2.4 If the Customer becomes aware that any Customer Content or an Authorised User's use of any Customer Content breaches the Acceptable Use Policy, the Customer shall:
- 2.4.1 immediately suspend the relevant Application;
 - 2.4.2 remove the relevant Customer Content; and
 - 2.4.3 if relevant, suspend the relevant Authorised User's access to the relevant Customer Content.
- 2.5 If the Customer is in breach of clause 2.3 or clause 2.4, Reluna may (but shall not be obliged to) remove the relevant Customer Content and:
- 2.5.1 disable the Customer's or the Authorised User's access to the relevant Application or any material that breaches the Acceptable Use Policy; and
 - 2.5.2 disable the Customer Account,
- for so long as the relevant breach remains unremedied, without liability or prejudice to its other rights and without prior notice to the Customer.
- 2.6 Whenever Reluna reasonably suspects that there has been a breach of the Acceptable Use Policy, the Customer shall permit Reluna to audit all Customer Content to ensure compliance with the Acceptable Use Policy by the Customer. Such right to audit shall be exercised at Reluna's expense, with reasonable prior notice and in such a manner as not to substantially interfere with the Customer's normal conduct of business. For clarity, the parties acknowledge that Reluna is not obliged to carry out any such audit.

- 2.7 Notwithstanding any other provision in this Agreement, if there is a Security Event, Reluna may, without liability or prejudice to its other rights and without prior notice to the Customer remove the relevant Customer Content and disable the Customer Account until the relevant Security Event has been resolved. Reluna shall give the Customer written notice as soon as is reasonably practicable of the nature of the relevant Security Event.
- 2.8 The Customer shall not:
- 2.8.1 except as may be allowed by any applicable law which is incapable of exclusion by agreement between the parties:
 - 2.8.1.1 except to the extent expressly permitted under this Agreement, attempt to copy, modify, duplicate, create derivative works from, frame, mirror, republish, download, display, transmit, or distribute all or any portion of the Software and/or Documentation (as applicable) in any form or media or by any means; or
 - 2.8.1.2 attempt to reverse compile, disassemble, reverse engineer or otherwise reduce to human-perceivable form all or any part of the Software;
 - 2.8.2 access all or any part of the Services and Documentation in order to build a product or service which competes with the Services and/or the Documentation;
 - 2.8.3 use the Services and/or Documentation to provide services to third parties;
 - 2.8.4 license, sell, rent, lease, transfer, assign, distribute, display, disclose, or otherwise commercially exploit, or otherwise make the Services and/or Documentation available to any third party except the Authorised Users;
 - 2.8.5 attempt to use the Services and/or Documentation for any illegal or immoral purposes, or in such a way as not to bring the reputation of Reluna into disrepute;
 - 2.8.6 attempt to obtain, or assist third parties in obtaining, access to the Services and/or Documentation, other than as provided under this clause; or
 - 2.8.7 introduce, or permit the introduction of, any Virus or Vulnerability into the Platform or the Services.
- 2.9 The Customer shall:
- 2.9.1 use all reasonable endeavours to prevent any unauthorised access to, or use of, the Services and/or the Documentation and, in the event of any such unauthorised access or use, promptly notify Reluna; and
 - 2.9.2 comply with any further obligations set out in the Documentation that govern use of the Services.
- 2.10 The rights provided under this clause are granted to the Customer only and shall not be considered granted to any subsidiary or holding company of the Customer.
- 2.11 Any Open-Source Software provided by Reluna may be used according to the terms and conditions of the specific licence under which the relevant Open-Source Software is distributed, but is provided "as is" and expressly subject to the disclaimer in clause 13.2.2. Such terms and conditions shall govern such use to the extent that they expressly supersede this Agreement.

3. ADDITIONAL USER SUBSCRIPTION

- 3.1 Subject to clause 3.2 and clause 3.3, the Customer may, from time to time during any Subscription Term, purchase additional User Subscriptions in excess of the number set out in part 1 of Schedule 1 and Reluna shall grant access to the Services and the Documentation to such additional Authorised Users in accordance with the provisions of this Agreement.
- 3.2 If the Customer wishes to purchase additional User Subscriptions, the Customer shall notify Reluna in writing. Reluna shall evaluate such request for additional User Subscriptions and respond to the Customer with approval or rejection of the request (such approval not to be unreasonably withheld).
- 3.3 If Reluna approves the Customer's request to purchase additional User Subscriptions, the Customer shall, within 30 days of the date of Reluna's invoice, pay to Reluna the relevant fees for such additional User Subscriptions as set out in part 2 of Schedule 1. If such additional User Subscriptions are purchased by the Customer part way through the Initial Subscription Term or any Renewal Period (as applicable), such fees shall be pro-rated for the remainder of the Initial Subscription Term or then current Renewal Period (as applicable).

4. SERVICES

- 4.1 Reluna shall, during the Subscription Term use its reasonable endeavours to provide the Services and access to the Platform and make available the Documentation to the Customer on and subject to the terms of this Agreement in accordance with the Service Level Agreement.
- 4.2 Reluna will, as part of the Services and at no additional cost to the Customer, provide the Customer with Reluna's standard customer support services during Normal Business Hours in accordance with Reluna's Support Services Policy in effect at the time that the Services are provided. Reluna may amend the Support Services Policy in its sole and absolute discretion from time to time. The Customer may purchase enhanced support services separately at Reluna's then current rates.
- 4.3 From time to time Reluna may:
- 4.3.1 modify the Services by issuing updates; and
 - 4.3.2 make new features, functionality, applications or tools available in respect of the Services, whose use may be subject to the Customer's acceptance of further terms and conditions,
- and shall give the Customer written notice of material modifications to the Services and any such new features, functionality, applications or tools. For clarity, any modification to the Subscription Fees shall be addressed under clause 9.6.
- 4.4 Reluna shall comply with all applicable laws, regulations, and regulatory requirements related to the provision of the Services, including any requirements that have been identified in writing by the Customer and have been agreed by Reluna (who will act reasonably and in good faith in determining whether to providing its agreement) which are specifically applicable to the Customer's regulated activities.

5. DATA PROTECTION

- 5.1 The parties agree the provisions of Schedule 4 shall apply to Personal Data. The parties agree that the Customer is the controller and Reluna is the processor in relation to the Personal Data that Reluna processes.

6. THIRD PARTY PROVIDERS

The Customer acknowledges that the Services may enable or assist it to access the website content of, correspond with, and purchase products and services from, third parties via third-party websites and that it does so solely at its own risk. Reluna makes no representation or commitment and shall have no liability or obligation whatsoever in relation to the content or use of, or correspondence with, any such third-party website, or any transactions completed, and any contract entered into by the Customer with any such third party. Any contract entered into and any transaction completed via any third-party website is between the Customer and the relevant third party, and not Reluna. Reluna recommends that the Customer refers to the third party's website terms and conditions and privacy policy prior to using the relevant third-party website. Reluna does not endorse or approve any third-party website nor the content of any of the third-party website made available via the Services.

7. SUPPLIER'S OBLIGATIONS

- 7.1 Reluna undertakes that the Services will be performed substantially in accordance with the Documentation and with reasonable skill and care.
- 7.2 The undertaking at clause 7.1 shall not apply to the extent of any non-conformance which is caused by use of the Services contrary to Reluna's instructions, or modification or alteration of the Services by any party other than Reluna or Reluna's duly authorised contractors or agents.
- 7.3 Subject to clause 7.2, if the Services do not conform with undertaking in clause 7.1 , Reluna will, at its expense, use its reasonable commercial endeavours to correct any such non-conformance promptly, or provide the Customer with an alternative means of accomplishing the desired performance. Such correction or substitution constitutes the Customer's sole and exclusive remedy for any breach of the undertaking set out in clause 7.1.
- 7.4 Notwithstanding the foregoing, Reluna:
- 7.4.1 does not warrant that:
 - 7.4.1.1 the Customer's use of the Services will be uninterrupted or error-free; or
 - 7.4.1.2 the Services, Documentation and/or the information obtained by the Customer through the Services will meet the Customer's requirements; or
 - 7.4.1.3 the Platform or the Services will be free from Vulnerabilities; and

- 7.4.2 is not responsible for any delays, delivery failures, or any other loss or damage resulting from the transfer of data over communications networks and facilities, including the internet, and the Customer acknowledges that the Services and Documentation may be subject to limitations, delays and other problems inherent in the use of such communications facilities.
- 7.5 This Agreement shall not prevent Reluna from entering into similar agreements with third parties, or from independently developing, using, selling or licensing documentation, products and/or services which are similar to those provided under this Agreement.
- 7.6 Reluna warrants that it has and will maintain all necessary licences, consents, and permissions necessary for the performance of its obligations under this Agreement.
- 7.7 On reasonable request, Reluna shall provide the Customer with such information and assistance as may be required by the Customer to comply with its regulatory compliance obligations concerning oversight and control in respect of the Services provided that doing so does not put Reluna in breach of any legal, regulatory or contractual obligation and the Customer pays for Reluna's reasonable costs incurred in providing such information and assistance.
- 7.8 Reluna shall implement and maintain technical and organisational measures that it considers appropriate to ensure the confidentiality, integrity, availability and resilience of the Services and underlying systems, in accordance with reasonable industry practice for cloud service providers similar to Reluna.
- 7.9 Reluna shall develop, implement and maintain a business continuity and disaster recovery plan to address the continuity and availability of the Services in the event of any disruption, incident or disaster.
- 7.10 Reluna will use its reasonable endeavours to procure that its sub-contracting arrangements will include provisions seeking to permit the Customer to retain the ability to comply with all applicable security, access, audit, and other regulatory requirements related to the Services.

8. CUSTOMER'S OBLIGATIONS AND CUSTOMER CONTENT

- 8.1 The Customer shall:
- 8.1.1 provide Reluna with:
- 8.1.1.1 all necessary co-operation in relation to this Agreement; and
- 8.1.1.2 all necessary access to such information as may be required by Reluna, in order to provide the Services, including Customer Content, security access information and configuration services;
- 8.1.2 without affecting its other obligations under this Agreement, comply with all applicable laws and regulations, including those relevant to the undertaking of financial services and any of those relating to the export of data and software, with respect to its activities under this Agreement;
- 8.1.3 carry out all other Customer responsibilities set out in this Agreement in a timely and efficient manner. In the event of any delays in the Customer's provision of such assistance as agreed by the parties, Reluna may adjust any agreed timetable or delivery schedule as reasonably necessary;
- 8.1.4 ensure that the Authorised Users use the Services and the Documentation in accordance with the terms and conditions of this Agreement and shall be responsible for breach of this Agreement caused or contributed to by any acts or omissions on the part of any Authorised User;
- 8.1.5 obtain and shall maintain all necessary licences, consents, and permissions necessary for it to comply with its obligations under this agreement and for Reluna, its contractors and agents to perform their obligations under this Agreement, including provision of the Services;
- 8.1.6 ensure that its network and systems comply with the relevant specifications provided by Reluna from time to time;
- 8.1.7 be solely responsible for procuring, maintaining and securing its network connections and telecommunications links from its systems to Reluna's data centres, and all problems, conditions,

delays, delivery failures and all other loss or damage arising from or relating to the Customer's network connections or telecommunications links or caused by the internet;

- 8.1.8 as between the parties, be responsible for responding to all third party requests concerning the use of the Services by the Customer.
- 8.2 The Customer hereby grants to Reluna a non-exclusive, non-transferable right during the Subscription Term to carry out any acts that would otherwise be restricted by any of the Customer's or third party Intellectual Property Rights in the Customer Content for the sole purpose of enabling Reluna to provide the Services to the Customer in accordance with this Agreement.
- 8.3 The Customer represents, warrants and undertakes to Reluna that it has the right to disclose and licence the Customer Content to Reluna in accordance with the terms of this Agreement. The Customer further represents, warrants and undertakes to Reluna that the use of the Customer Content and the Customer Marks by Reluna in accordance with this Agreement will not: (a) breach any laws, statutes or regulations; (b) infringe the Intellectual Property Rights or other legal rights of any person; or (c) give rise to any cause of action against Reluna, in each case in any jurisdiction and under any applicable law.
- 8.4 The Customer acknowledges and agrees that:
- 8.4.1 Reluna may include the Customer's name or the Customer's Marks in a list of Reluna's customers in any medium or in any link from the Platform to the Customer's website; and
- 8.4.2 Reluna may refer to the Customer, orally or in writing, as a customer of the Services for promotional, marketing and financial reporting purposes.
- 8.5 Reluna shall follow its archiving procedures for Customer Content as set out in its Back-Up Policy, as such document may be amended by Reluna in its sole discretion from time to time.
- 8.6 In the event of any loss or damage to Customer Content, the Customer's sole and exclusive remedy shall be for Reluna to use reasonable commercial endeavours to restore the lost or damaged Customer Content from the latest back-up of such Customer Content where such back-ups are made by Reluna. Reluna shall not be responsible for any loss, destruction, alteration or disclosure of Customer Content caused by the Customer, its Authorised Users or any third party.
- 8.7 Schedule 4 shall apply to Reluna's processing of Personal Data on behalf of the Customer.

9. CHARGES AND PAYMENT

- 9.1 The Customer shall pay the Subscription Fees to Reluna for the User Subscriptions in accordance with this clause 9 and Schedule 1.
- 9.2 Unless otherwise stated in Schedule 1, Reluna will invoice the Customer on the Effective Date for the Subscription Fees payable in respect of the Initial Subscription Term and, subject to clause 14.1, on each anniversary of the Effective Date for the Subscription Fees payable in respect of the next Renewal Period;
- 9.3 Unless the parties have agreed to monthly payment and recorded that and the mechanism for payment of such monthly payments in Schedule 1, the Customer shall pay each invoice received from Reluna within 30 days after the date of such invoice. The Customer will make payment to Reluna in accordance with instructions for payment that Reluna will provide.
- 9.4 If Reluna has not received any payment within 30 days after the due date, without prejudice to any other rights and remedies of Reluna:
- 9.4.1 Reluna may, without liability to the Customer, disable the Customer Account and password and the Customer's access to all or part of the Services and Reluna shall be under no obligation to provide any or all of the Services while the invoice(s) concerned remain unpaid; and
- 9.4.2 a late payment administration charge will fall due at a rate of 8% of the outstanding payment per annum, compounding monthly, commencing on the due date and continuing until fully paid, whether before or after judgment.
- 9.5 All amounts and fees stated or referred to in this Agreement:
- 9.5.1 shall be payable in US dollars
- 9.5.2 are non-cancellable and non-refundable;
- 9.5.3 are exclusive of value added tax, which shall be added to the invoices at the appropriate rate.

9.6 Reluna shall be entitled to increase the Subscription Fees and the fees payable in respect of the additional User Subscriptions purchased pursuant to clause 3.3 at the start of each Renewal Period upon 35 days' prior notice to the Customer and Schedule 1 shall be deemed to have been amended accordingly.

10. PROPRIETARY RIGHTS

- 10.1 The Customer (or its licensors) shall own, or shall have procured the necessary licences and consents to, all Intellectual Property Rights in and to all of the Customer Content and Customer Marks and shall at all times have sole responsibility for the legality, reliability, integrity, accuracy and quality of the Customer Content and Customer Marks and for ensuring that its use as contemplated by this Agreement does not infringe the rights of any third parties. The Customer hereby grants Reluna a royalty free, worldwide, non-transferable licence to the IPR in such Customer Content and Customer Marks as it makes available to Reluna to facilitate Reluna's provision of the Services.
- 10.2 The Customer acknowledges and agrees that Reluna and/or its licensors (including Reluna's Affiliates) own all Intellectual Property Rights in the Platform, the Services (whether integrated into an Application or not), the Documentation, the Software and Reluna's Marks. Except as expressly stated herein, nothing in this Agreement grants the Customer any rights to, or in, any Intellectual Property Rights in respect of the Platform, the Services, the Software, Reluna's Marks or any related documentation.
- 10.3 Reluna, its Affiliates and their licensors shall have a royalty-free, worldwide, transferable, sub-licensable, irrevocable, perpetual licence to use or incorporate into the Services any enhancement requests provided by the Customer and any Authorised Users so long as the Customer is not identified in any way as the source of such feedback.
- 10.4 If the Customer wishes to display Reluna's Marks in relation to its use of the Services, the Customer shall first obtain a written licence from Reluna which may be subject to Reluna's requirements on the use of the Reluna Marks and the mark guidelines set out in Schedule 2.

11. CONFIDENTIALITY

- 11.1 Each party shall:
- 11.1.1 only use (including making copies of) Confidential Information in connection with and to the extent necessary for the purposes of this Agreement;
 - 11.1.2 not disclose the Confidential Information to any person except with the prior written consent of the Disclosing Party or in accordance with clauses 11.2 and 11.3; and
 - 11.1.3 keep all Confidential Information secret and securely protected against theft or unauthorised access.
- 11.2 The Customer may disclose Confidential Information to its Authorised Users, provided that the Customer informs all Authorised Users that the Confidential Information is confidential.
- 11.3 The Receiving Party may disclose any Confidential Information to any regulator, law enforcement agency or other third party if it is required to do so by law, regulation, or similar authority. In those circumstances the Receiving Party shall (to the extent practical and lawful to do so) notify the Disclosing Party in writing as soon as practicable before the disclosure and use all reasonable endeavours to consult with the Disclosing Party with a view to agreeing the timing, manner and extent of the disclosure.
- 11.4 All Confidential Information shall remain the property of the Disclosing Party and the Disclosing Party reserves all rights in its Confidential Information. Nothing in this Agreement or the disclosures envisaged by this Agreement shall (except as expressly agreed otherwise in this Agreement) operate to transfer or operate as a grant of any licences or right to use any Intellectual Property Rights in the Confidential Information.
- 11.5 The parties' obligations under this clause 11 shall continue in force notwithstanding the termination or expiry of this Agreement.
- 11.6 No party shall make, or permit any person to make, any public announcement concerning this Agreement without the prior written consent of the other parties (such consent not to be unreasonably withheld or delayed), except as required by law, any governmental or regulatory authority (including any relevant securities exchange), any court or other authority of competent jurisdiction.

12. INDEMNITY

- 12.1 The Customer shall defend, indemnify and hold harmless Reluna and against any and all claims, actions, proceedings, losses, damages, expenses and costs (including without limitation court costs and reasonable legal fees) arising out of or in connection with:

- 12.1.1 the Customer's and/or the Authorised Users' use of the Services in breach of this Agreement, or any reasonable instructions from Reluna; and
 - 12.1.2 claims made or brought against Reluna by a third party including any Authorised Users that the Customer Content, any Application, or the Customer's use of Customer Content, infringes the rights of, or has otherwise harmed, a third party;
 - 12.1.3 the Customer's Marks;
 - 12.1.4 the Customer's or any Authorised User's use of the Services and/or Documentation;
 - 12.1.5 fraud, fraudulent misrepresentation; and
 - 12.1.6 intentional wrongdoing or wilful abandonment.
- 12.2 The Customer shall promptly notify Reluna of any IPR Claim made or threatened against the Customer.
- 12.3 Subject to the provisions of Clause 12.2, and Clauses 12.4 to 12.8, Reluna shall indemnify and hold harmless the Customer for any amounts awarded by a court of competent jurisdiction against the Customer as a result of an IPR Claim, provided that:
- 12.3.1 this indemnity does not apply to the extent that any such claim is based on the use of any Open-Source Software;
 - 12.3.2 the Customer shall not admit any liability or agree to any settlement or compromise of an IPR Claim without the prior written consent of Reluna;
 - 12.3.3 Reluna shall be entitled at any time from notification in accordance with Clause 12.2 to assume exclusive conduct of the IPR Claim (which shall include, but not be limited to, the exclusive right to conduct any proceedings or action, negotiate the settlement of the IPR Claim and to conduct all discussions and dispute resolution efforts in connection with the IPR Claim);
 - 12.3.4 the Customer shall, at Reluna's request, cost and expense, give Reluna all reasonable assistance in connection with the conduct of the IPR Claim;
 - 12.3.5 the Customer gives Reluna prompt notice of any IPR Claim or threatened IPR Claim in accordance with Clause 12.2; and
 - 12.3.6 the Customer takes all reasonable steps to mitigate any liabilities which are the subject of the indemnity in this Clause 12.3.
- 12.4 If any IPR Claim is made, or in Reluna's reasonable opinion is likely to be made, against the Customer, Reluna may at its option and expense:
- 12.4.1 obtain for the Customer the right to continue using the Services in the manner permitted under this Agreement; or
 - 12.4.2 modify or replace the infringing part of the Services so as to avoid the infringement or alleged infringement, but in such a way that does not materially adversely affect the functionality of the Services; or
 - 12.4.3 terminate the Agreement and refund any Subscription Fees paid in advance by the Customer in respect of any period following such termination.
- 12.5 Under no circumstances shall Reluna be liable to the Customer under Clause 12.3 or 12.4 (or otherwise) to the extent that the infringement (whether actual or threatened) is based on: (a) any changes, modifications, updates or enhancements made to the Services other than by Reluna; (b) any use of the Services by the Customer or its Authorised Users in a manner contrary to Reluna's instructions and/or in breach of this Agreement; or (c) the Customer's or its Authorised Users' use of the Services after notice or becoming aware of the actual or threatened IPR Claim.
- 12.6 Except as specifically provided in this Agreement, the enforcement and protection of a party's Intellectual Property Rights shall be in the sole discretion and control of that party and any and all recoveries resulting from such enforcement or protection actions shall be retained by that party.
- 12.7 In the defence or settlement of any claim, Reluna may procure the right for the Customer to continue using the Services, replace or modify the Services so that they become non-infringing or, if such remedies are not reasonably available, terminate this Agreement on five (5) Business Days' notice to the Customer without any additional liability or obligation to pay liquidated damages or other additional costs to the Customer.

12.8 The provisions of Clauses 12.2 to 12.7 inclusive state the entire liability of Reluna to the Customer in connection with an IPR Claim and shall be the Customer's sole and exclusive remedy in that regard.

13. LIMITATION OF LIABILITY

13.1 This clause 13 sets out the entire financial liability of Reluna (including any liability for the acts or omissions of its employees, agents and sub-contractors) to the Customer and to its Authorised Users:

13.1.1 arising under or in connection with this Agreement;

13.1.2 in respect of any use made by the Customer or its Authorised Users of the Services and Documentation or any part of them; and

13.1.3 in respect of any representation, statement or tortious act or omission (including negligence) arising under or in connection with this Agreement.

13.2 Except as expressly and specifically provided in this Agreement:

13.2.1 the Customer assumes sole responsibility for results obtained from the use of the Services and the Documentation by the Customer or any Authorised User, and for conclusions drawn from such use. Reluna shall have no liability for any damage caused by errors or omissions in any information, instructions or scripts provided to Reluna by the Customer or any Authorised User in connection with the Services, or any actions taken by Reluna at the Customer's direction; and

13.2.2 all warranties, representations, conditions and all other terms of any kind whatsoever implied by statute or common law are, to the fullest extent permitted by applicable law, excluded from this Agreement.

13.3 Nothing in this Agreement excludes the liability of Reluna:

13.3.1 for death or personal injury caused by Reluna's negligence;

13.3.2 for fraud or fraudulent misrepresentation; or

13.3.3 any other liability that cannot be excluded or limited by law.

13.4 Subject to clause 13.2 and clause 13.3:

13.4.1 Reluna shall not be liable whether in tort (including for negligence or breach of statutory duty), contract, misrepresentation, restitution or otherwise for any loss of profits, loss of business, depletion of goodwill and/or similar losses or loss or corruption of data or information, or for any special, indirect or consequential loss, costs, damages, charges or expenses however arising under this Agreement; and

13.4.2 Reluna's total aggregate liability in contract (including in respect of the indemnity at clause 12.2), tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise, arising in connection with the performance or contemplated performance of this Agreement in any one twelve month subscription term shall not exceed the aggregate amount of the fees paid to Reluna by the Customer in the relevant subscription term during the twelve (12) month period preceding the date on which the claim arises.

14. TERM, TERMINATION AND SUSPENSION

14.1 This Agreement shall, unless otherwise terminated as provided in this clause 14, commence on the Effective Date and shall continue for the Initial Subscription Term and, thereafter, this Agreement shall be automatically renewed after each Renewal Period, unless:

14.1.1 either party notifies the other party of termination, in writing, at least 30 Days before the end of the Initial Subscription Term or any Renewal Period, in which case this Agreement shall terminate upon the expiry of the applicable Initial Subscription Term or Renewal Period; or

14.1.2 otherwise terminated in accordance with the provisions of this Agreement.

The Initial Subscription Term together with any subsequent Renewal Periods shall constitute the **Subscription Term**.

14.2 Reluna may terminate this Agreement for convenience at any time by giving at least 90 days' prior written notice to Customer with no further liability to the Customer.

14.3 Without affecting any other right or remedy available to it, either party may terminate this Agreement with immediate effect by giving written notice to the other party if:

- 14.3.1 the other party fails to pay any amount due under this Agreement on the due date for payment and remains in default not less than fourteen (14) days after being notified in writing to make such payment;
 - 14.3.2 the other party commits a material breach of any term of this Agreement which breach is irremediable or (if such breach is remediable) fails to remedy that breach within a period of thirty (30) days after being notified in writing to do so;
 - 14.3.3 in the case of Reluna, the Customer becomes a Competitor;
 - 14.3.4 in the case of Reluna, if any licenses supplied by its licensors or relevant third parties are terminated;
 - 14.3.5 the other party suffers an Insolvency Event; or
 - 14.3.6 there is a Change of Control of the other party.
- 14.4 On termination of this Agreement for any reason:
- 14.4.1 the Customer and the Authorised Users shall immediately cease all use of the Services provided pursuant to the Agreement. For the avoidance of doubt, all licences granted under the Agreement shall immediately terminate;
 - 14.4.2 subject to clause 14.4.5, Reluna may immediately take steps to end the Customer's and the Authorised Users' access to and use of the Services provided pursuant to the Agreement;
 - 14.4.3 Reluna shall be entitled to invoice the Customer for all sums due to Reluna;
 - 14.4.4 subject to any express rights to retain such equipment, property, materials and other items (and all copies of them), each party shall return and make no further use of any materials (and all copies of them) received pursuant to the delivery of the Services and belonging to the other party (except Reluna and Reluna's Affiliates may retain reasonable professional records of the Customer's use of the Services);
 - 14.4.5 Customer Content will be retained without additional charge for reasonable period following termination and may be deleted by Reluna thereafter.
 - 14.4.6 Reluna shall, at the Customer's cost, provide reasonable assistance to the Customer to facilitate an orderly transition of the Services to the Customer or its replacement provider.
 - 14.4.7 Reluna may destroy or otherwise dispose of any of the Customer Content in its possession obtained pursuant to the provision of the Services, at any point following the expiry of six months from termination unless it is agreed otherwise and recorded in Schedule 1;
 - 14.4.8 any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination, including the right to claim damages in respect of any breach of the Agreement which existed at or before the date of termination shall not be affected or prejudiced; and
 - 14.4.9 Clauses 1, 2, 9, 10, 11, 12, 13, this Clause 14, and Clauses 16 to 28 and other provisions which are necessary for the interpretation or enforcement of the Agreement shall continue in force.
- 14.5 Reluna may suspend the Customer's right to access the Services or use any portion or all of the Services immediately upon notice to the Customer if it determines:
- 14.5.1 that the Customer's (or an Authorised User's) use of or access to the Services: (i) pose a security risk to Reluna, the Services or any third party; or (ii) may adversely impact availability or

performance of the Services, the Software or the systems or software of any other customer of Reluna; or (iii) may subject Reluna or any third party to any liability; or (iv) may be fraudulent; or

14.5.2 that the Customer, or any Authorised User, is in breach of this Agreement, the Acceptable Use Policy or any other agreement by which software being used on or in conjunction with the Services is licensed.

14.6 Reluna shall reinstate the suspended Services once it has established the cause of the suspension has been remedied or ceased to exist. Where the cause of the suspension persists for more than thirty (30) days, Reluna may immediately terminate this Agreement.

14.7 Reluna shall have no liability whether under this Agreement or at law to the Customer for any exercise of its rights pursuant to Clauses 14.5 or 14.6.

15. FORCE MAJEURE

Reluna shall not be in breach of this Agreement nor be liable for delay in performing, or failure to perform, any of its obligations under this Agreement if such delay or failure results from events, circumstances or causes beyond its reasonable control, including, without limitation, strikes, lock-outs or other industrial disputes (whether involving the workforce of Reluna or any other party), failure of a utility service or transport or telecommunications network or the internet, act of God, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood, storm or default of suppliers or sub-contractors. In such circumstances Reluna shall be entitled to a reasonable extension of the time for performing such obligations, provided that if the period of delay or non-performance continues for three months, either party may terminate this Agreement by giving thirty (30) days' written notice to the other party.

16. CONFLICT

If there is an inconsistency between any of the provisions in the main body of this Agreement and the Schedules, the provisions in the main body of this Agreement shall prevail.

17. VARIATION

No variation of this Agreement (including its Schedules) shall be effective unless made in writing (which excludes email) and signed by or on behalf of each of the parties or by their duly authorised representatives.

18. WAIVER

The failure to exercise, or delay in exercising, a right, power or remedy provided by this Agreement, or by law shall not constitute a waiver of that right, power or remedy. If a party waives a right, power or remedy arising as a result of a breach of any provision of this Agreement, this shall not operate as a waiver of any right, power or remedy arising as a result of any subsequent breach of that provision or any other provision of this Agreement, which will instead require a variation to this Agreement in accordance with Clause 17.

19. REMEDIES CUMULATIVE

The rights, powers and remedies provided in this Agreement are (except as expressly provided) cumulative, and not exclusive of, any rights, powers and remedies provided by law or otherwise.

20. SEVERABILITY

20.1 If any provision, or part of a provision, of this Agreement is found by any court or authority of competent jurisdiction to be illegal, invalid or unenforceable, that provision or part-provision shall be deemed not to form part of this Agreement, and the legality, validity or enforceability of the remainder of the provisions of this Agreement shall not be affected, unless otherwise required by operation of applicable law.

20.2 The parties shall use all reasonable endeavours to agree within a reasonable time upon any lawful and reasonable variations to this Agreement which may be necessary in order to achieve, to the greatest extent possible, the same commercial effect as would have been achieved by the provision, or part-provision, in question and with no fundamental change to the bargain between the parties.

21. ENTIRE AGREEMENT

21.1 This Agreement shall govern all transactions between Reluna and the Customer with respect to the Services. Any terms or conditions that may be contained in any purchase order, work order, invoice or otherwise used by the Customer shall be without force or effect and the Customer hereby waives any and all rights it may have to rely on and enforce any terms contained therein.

21.2 This Agreement constitutes the entire agreement between the parties and supersedes and extinguishes all agreements, arrangements, promises, undertakings, proposals, warranties, representations and

understandings between them at any time before their respective signature ("**Pre-Contractual Statements**"), whether written or oral, relating to its subject matter.

- 21.3 Each party acknowledges that in entering into this Agreement, it does not rely on any Pre-Contractual Statement made by or on behalf of the other party (whether made innocently or negligently) in relation to the subject matter of this Agreement, other than those which are set out expressly in this Agreement.
- 21.4 Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on, and hereby waives all rights and remedies which might otherwise be available to it in relation to, any Pre-Contractual Statements.
- 21.5 Nothing in this Clause shall limit or exclude the liability of either party arising out of any pre-contractual fraudulent misrepresentation or fraudulent concealment.

22. ASSIGNMENT

This Agreement is personal to the Customer. The Customer may not assign, transfer, mortgage, charge, declare a trust over or deal in any other manner with this Agreement, or with any of its rights or obligations under it, without the prior written consent of Reluna (not to be unreasonably withheld or delayed).

23. NO PARTNERSHIP OR AGENCY

Nothing in this Agreement is intended to or shall operate to create a partnership between the parties, or authorise either party to act as agent for the other, and neither party shall have the authority to act in the name or on behalf of or otherwise to bind the other in any way (including the making of any representation or warranty, the assumption of any obligation or liability and the exercise of any right or power).

24. THIRD PARTY RIGHTS

This Agreement does not confer any rights on any person or party (other than the parties to this Agreement and, where applicable, their successors and permitted assigns) pursuant to the Contracts (Rights of Third Parties) Act 1999.

25. NOTICE

- 25.1 Any notice, consent, permission or other communication required to be given under this Agreement shall be in writing in English and shall be delivered by hand or sent by pre-paid first-class or recorded delivery post to the other party at its address set out in Clause 26.3 below, or such other address as may have been notified by that party for such purposes.
- 25.2 A notice delivered by hand shall be deemed to have been received when delivered (or if delivery is not in business hours, at 9 am on the first Business Day following delivery). A correctly addressed notice sent by pre-paid first-class post or recorded delivery post shall be deemed to have been received at the time at which it would have been delivered in the normal course of post.
- 25.3 The details of the Reluna for the purpose of notices relating to this Agreement are as follows:

Reluna	
Address:	info@reluna.com

Each party may alter the above details which relate to it and shall promptly notify the other party of any such change by a notice in accordance with this Clause 26. The change will take effect seven (7) days after the day on which the notice of the change is deemed to be delivered in accordance with clause 26.2.

26. GOVERNING LAW

This 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 interpreted in accordance with the law of England and Wales.

27. JURISDICTION

Any dispute, difference, controversy or claim arising out of or in connection with this contract, including (but not limited to) any question regarding its existence, validity, interpretation, performance, discharge and

applicable remedies, shall be subject to the exclusive jurisdiction of the Courts of the Dubai International Financial Centre (“**the DIFC Courts**”).

28. ELECTRONIC EXECUTION

Each party agrees to sign this Agreement by electronic signature (whatever form the electronic signature takes) and that this method of signature is as conclusive of our intention to be bound by this Agreement as if signed by each party's manuscript signature.

Schedule 1 Subscription Details

Part 1

TRIAL LICENCE

1. The Licence granted in clause 2 of the Agreement is a Trial Licence to permit the Customer to access the Services in order to evaluate the same and determine whether the same are suitable for the Customer's purposes.
2. The Trail Licence permits access to the Services and Documentation to 2 Authorised Users who will be identified to Reluna by the Customer in advance of the Trial Licence commencement. The Customer may use the Services and Documentation for its own internal evaluation purposes only and not for any external or commercial purpose.
3. The trial licence is limited to 2 weeks only from the Effective Date and on the expiry of that trail period the trial licence will terminate automatically without the need to written notice. For the sake of certainty, the provisions of clause 14.4 of the Agreement will take effect on such termination of licence.
4. During the trial period Reluna, to the extent permissible at law, accepts no liability whosoever arising in association with the Services and Documentation which are provided without warranty and entirely at the Customer's risk.

USER BASED LICENCE

1. The Licence granted in clause 2 of the Agreement is a User Based Licence to permit the Customer and its Authorised Users to access the Services. The User Based Licence is limited to the number of Authorised Users the Customer has stated it wishes to pay Subscription Fees for and who may have access to the Services and Documentation.
2. The Customer wishes to procure access to the Services and Documentation for the Subscription Term for selected number of Authorised Users. In the event the Customer wishes to extend that number of Authorised Users provided for above it may do so in accordance with clause 3 of the Agreement and Part 2 below.
3. In the event it is determined that the Customer has exceeded the stated limit on Authorised Users, the Customer will be treated as having made an underpayment for the purposes of clause 2.2.8 and will remedy the position without delay by making payment of Unauthorised Additional User Charges in accordance with Part 2.

ENTERPRISE LICENCE

1. The Licence granted in clause 2 of the Agreement is an enterprise licence to permit the Customer and its Authorised Users to access the Services. The enterprise licence is limited to the agreed number of Authorised Users under the enterprise licence who may have access to the Serviced and Documentation.
2. In the event the Customer wishes to extend the limit on Authorised Users provided for above it may do so in accordance with clause 3 of the Agreement and Part 2 below.
3. In the event it is determined that the Customer has exceeded the limit on Authorised Users, the Customer will be treated as having made an underpayment for the purposes of clause 2.2.8 and will remedy the position without delay by making payment of Unauthorised Additional User Charges in accordance with Part 2.

Part 2

SUBSCRIPTION FEES

The subscription fee varies based on the selected plan and the number of authorized users chosen during the subscription purchase on the pricing page https://www.reluna.com/price_

Schedule 2

Mark Guidelines

1. All uses by the Customer of Reluna's Marks shall be in accordance with such quality control standards as Reluna may promulgate from time to time. The Customer shall refrain from all uses of Reluna's Marks to which Reluna objects.
2. The Customer shall not, without Reluna's prior written consent in each instance, use any Supplier's Mark in advertising, publicity, marketing or other promotional materials or activities.
3. The Customer shall submit to Reluna in advance for its approval:
 - 3.1. any marketing materials, and
 - 3.2. a mock-up of any web pages,
 - 3.3. which refer to Reluna, any of Reluna's Marks, the Services or the Documentation.
4. Any licence that may be granted by Reluna to the Customer to use any of Reluna's Marks shall be a non-exclusive, non-transferable, non-assignable, royalty-free licence to use such Marks solely for the purposes of exercising the Customer's rights and performing its obligations under this Agreement.
5. All promotional literature and other materials prepared by the Customer in connection with its promotional obligations under this Agreement shall bear appropriate copyright and trade mark notices as prescribed by Reluna.
6. The Customer shall not use, register or attempt to register in any jurisdiction, or otherwise appropriate or adopt, any name, mark or logo that is confusingly similar to any Supplier's Mark or will dilute the distinctive nature of Reluna's Marks.
7. At no time during the Subscription Term or thereafter shall the Customer attack, challenge or file any application with respect to any Supplier's Mark.

Schedule 3 Service Level Agreement

For detailed information regarding the service levels and support provided under this Agreement, please refer to our Service Level Agreement (SLA) available on the following link: <https://www.reluna.com/legal-information>.

Schedule 4 Data Protection Processing Agreement

1. The subject-matter of the data processing is the performance of the Services under the Agreement. The obligations and rights of the Customer are as set out in this Agreement. The Annex to this Schedule 6 sets out the nature, duration and purpose of the processing, the types of personal data. Reluna processes and the categories of data subjects whose personal data is processed.
2. Personal Data: the personal data to be shared between the parties under this Agreement, including personal data such as Customer contact information such as name, telephone numbers, e-mail and postal addresses, and transactional information.
3. The Customer shall:
 - 3.1. ensure that it is entitled to transfer the relevant Personal Data to Reluna, and that Reluna may lawfully process the Personal Data in accordance with this Agreement;
 - 3.2. ensure that data subjects have been informed of, and have given any necessary consents to, such processing as required by Data Protection Legislation; and
 - 3.3. utilise its best efforts to reasonably ensure that the Personal Data is accurate and complete before it is provided to Reluna.
4. When Reluna processes Personal Data Reluna will:
 - 4.1. process the Personal Data only in accordance with documented instructions from the Customer, (which may be specific instructions or instructions of a general nature as set out in this Agreement or as agreed between the parties from time to time). If Reluna is required to process the Personal Data for any other purpose by applicable laws to which Reluna is subject, Reluna will inform Customer of this requirement first, unless prohibited by such applicable laws; and
 - 4.2. notify the Customer immediately if, in Reluna's opinion, an instruction for the processing of Personal Data given by the Customer infringes applicable Data Protection Legislation, it being acknowledged that Reluna shall not be obliged to undertake additional work or screening to determine if Customer's instructions are compliant;
5. Reluna shall ensure that personnel required to access Personal Data are subject to a binding duty of confidentiality in respect of such Personal Data.
6. Reluna shall assist the Customer, always taking into account the nature of the processing and the information available to Reluna:
 - 6.1. by appropriate technical and organisational measures and in so far as is possible, in fulfilling the Customer obligations to respond to requests from data subjects exercising their rights;
 - 6.2. in ensuring compliance with the obligations pursuant to Articles 32 to 36 of the GDPR and Article 20 of the PDPL; and
 - 6.3. by making available to the Customer all information which the Customer reasonably requests to allow the Customer to demonstrate that the obligations set out in Article 28 of the GDPR and Article 8 of the PDPL relating to the appointment of processors have been met;
7. To the extent that assistance under paragraph 1.8 is not included within the Services, Reluna may charge a reasonable fee for any such assistance, save where assistance was required directly as a result of Reluna's own acts or omissions, in which case such assistance will be at Reluna's expense;

8. Reluna shall implement and maintain appropriate technical and organisational measures to protect Personal Data against unauthorised or unlawful processing and against accidental loss, destruction, damage, theft, alteration or disclosure. These measures shall be appropriate to the harm which might result from any unauthorised or unlawful processing, accidental loss, destruction, damage or theft of the personal data and having regard to the nature of the personal data which is to be protected.
9. In the event of a Data Security Breach, Reluna will notify the Customer without undue delay and provide updates to this information and any other information the Customer may reasonably request relating to the Data Security Breach.
10. To the extent applicable under the Data Protection Legislation, Customer consents to Reluna engaging sub-processors by way of a written agreement with the sub-processor which imposes similarly protective personal data-related obligations on the sub-processor as are imposed on Reluna under this Schedule 6. Reluna shall make available a list of its sub-processors to Customer upon request. Reluna will inform Customer in advance (by email) of any intended additions or replacements to the list of sub-processors including name, address and role of the new sub-processor. If Customer has a legitimate reason under Data Protection Legislation to object to the new sub-processor, Customer may terminate the Agreement or part of the Agreement which relates to such processing on written notice to Reluna. Such termination shall take effect at the time determined by the Customer which shall be no later than 30 days from the date of Reluna's notice to Customer informing Customer of the new sub-processor. If Customer does not terminate within this period, Customer is deemed to have accepted the new sub-processor.
11. Subject to Customer and/ or its auditors entering into binding confidentiality obligations to Reluna, Reluna will allow the Customer and its respective auditors or authorised agents to conduct audits or inspections of its compliance with this Schedule 6 during the term of the Agreement and provide all reasonable assistance to assist the Customer in exercising its audit rights under this paragraph 1.10. Such audits must be conducted with reasonable prior notice and in such a manner as to strictly minimise any adverse impact on Reluna's activities or commercial interests. If the Customer's request for information or access relates to a sub-processor, or information held by a sub-processor which Reluna cannot provide to the Customer itself, Reluna will submit a request for additional information to the relevant sub-processor(s). The Customer acknowledges that access to the sub-processor's premises or to information about the sub-processor's previous independent audit reports is subject to agreement from the relevant sub-processor, and that Reluna cannot guarantee access to that sub-processor's premises or audit information at any particular time, or at all.
12. The Customer acknowledges and agrees that the Personal Data may be transferred or otherwise processed outside the United Arab Emirates, UK and/or the European Economic Area. Reluna will not process personal data outside the United Arab Emirates, UK or European Economic Area, or a country in respect of a valid adequacy decision has been issued by the European Commission, the UAE Data Office or adequacy determined in another valid method under applicable Data Protection Legislation, except with the prior written consent of the Customer.
13. In the event that a relevant European Commission or UAE Data Office decision or other valid adequacy method under applicable Data Protection Legislation on which the parties have relied in respect of a data transfer is held to be invalid, or that any supervisory authority requires transfers of personal data made pursuant to such decision to be suspended, then the parties agree to discuss in good faith and facilitate use of an alternative transfer mechanism.
14. Subject to Clause [14.4.5] at the end of the Services, upon the Customer's request, Reluna shall securely destroy or return such personal data to the Customer and delete existing copies unless applicable laws require storage of such personal data.

Annex – Specific Processing Details

The nature of the processing:

The processing involves the collection, storage, organization, and analysis of personal data for the purpose of providing portfolio management and reporting services, data consolidation, and financial reporting through Reluna's platform. This may also include communication with data subjects and ensuring compliance with regulatory requirements.

The duration of the processing will be for the term of the Agreement or for such longer or shorter period as Reluna provides data processing services under the Agreement.

The Personal Data concerns the following categories of data subjects: individuals who are clients of the Customer, including but not limited to asset managers, family offices, hedge funds, or any other individuals that may use or be associated with the Customer's use of Reluna's services.

The Personal Data will include the following categories of data: names, email addresses, phone numbers, postal addresses, date of birth, government-issues identification numbers (such as passport numbers or national IDs, financial information, professional data (such as job titles and related corporate information) and communications (records of communication between the Customer and the data subjects).