

MASTER SERVICES AGREEMENT

Any use of the Software and any other Services is subject to the terms of this Master Services Agreement ("Agreement" or "MSA"). This is version 202610, which is effective from 16 Oct 2026 .

By using the Services, or by signing or accepting an Order Form, the Customer confirms that it accepts and agrees to be legally bound by all terms and conditions of this Agreement. Please read the full Agreement carefully. If these terms are not accepted, the Customer must not use the Services.

1. Definitions and Interpretation

"Affiliate" means any entity that directly or indirectly controls, is controlled by, or is under common control with the subject entity; for purposes of this definition, "control" means direct or indirect ownership or control of more than 50% of the voting interests of the subject entity or the ability to control the subject entity through the appointment or removal of directors or trustees of the subject entity.

"Authorised User" means those employees, agents, Affiliates, and independent contractors of the Customer who are authorised by the Customer to access and use the Services under a Subscription.

"Confidential Information" means any commercial, technical, financial or other information disclosed by one party to the other, which is designated as Confidential Information or ought reasonably be considered to be confidential.

"Customer" means the entity or organisation purchasing a Subscription for use by its employees, agents, and independent contractors.

"Customer Data" means the electronic data and information (including personal data and telemetry data regarding product usage) input into the Software by or for the Customer, and any modifications to that data generated through the Customer's use of the Services.

"Documentation" means the technical documentation, user instructions, and service descriptions made available to the Customer by Polso from time to time, currently hosted at docs.polsohq.com.

"Effective Date" means the date on which the Customer first used or uses the Services, or the start date stated on the applicable Order Form, whichever is earlier.

"Intellectual Property Rights" means patents, registered designs, registered trade and service marks, registered copyright and modifications to and applications for any of the foregoing and the right to apply for protection for such registered rights anywhere in the world and inventions, discoveries, copyright, database rights, unregistered trade or service marks, brand names or know-how and any similar or equivalent rights whether capable of registration or not arising, applied for or granted under the laws of any country.

“Order Form” means an ordering document, invoice, or online order issued by Polso specifying the Services subscribed for by the Customer, which is agreed between the Customer and Polso.

“Polso” means Polso Limited, a company registered in England whose registered office is at 66 Paul Street, London, EC2A 4NA.

“Services” means access to and use of the Software, Support Services, and any other services provided by Polso.

“Software” means the online software-as-a-service solution(s) provided by Polso, including any updates, upgrades, and patches.

“Subscription” means a subscription for Services as subscribed for by the Customer in accordance with the terms of this Agreement.

“Subscription Fee” means the fee payable by the Customer under this Agreement (excluding VAT and other relevant taxes).

“Subscription Period” means the period of time for which a Subscription is valid, as specified when purchasing the Subscription and/or as specified in the applicable Order Form, including any subsequent renewals.

“Subscription Start Date” means the date the Customer purchases a Subscription or the start date specified in the applicable Order Form.

“Support Services” means the technical and customer support services provided by Polso to assist with the use of the Software, as may be determined, provided, and updated by Polso from time to time.

“Virus” means anything or any 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 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 worms, trojan horses, viruses and other similar things or devices;

2. Polso Responsibilities

2.1. Provision of Services. During the Subscription Period, Polso will provide the Services and make available the Documentation to the Customer. Polso shall use reasonable commercial efforts to make the Software available 24 hours a day, 7 days a week, except for scheduled maintenance and unavailability caused by circumstances beyond Polso's reasonable control. Polso will provide Support Services with reasonable skill and care.

2.2. Protection of Customer Data. Polso will maintain appropriate administrative, physical, and technical safeguards for protection of the security, confidentiality, and integrity of Customer Data. These measures are designed to prevent

unauthorized access to or disclosure of Customer Data and to detect, prevent, and respond to attacks or other systems failures.

- 2.3. **Processing of Personal Data.** To the extent that Customer Data includes Personal Data, Polso processes that Personal Data for and on behalf of the Customer, and the terms of the Polso Data Processing Addendum (available at polsohq.com/legal/dpa, or such other URL as it may be displayed from time to time) shall apply and are incorporated into this Agreement by reference. For all other Personal Data where Polso determines the means and purpose of processing, Polso processes that data in accordance with the Polso Privacy Policy (available at polsohq.com/legal/privacy, or such other URL as it may be displayed from time to time).

3. Customer Responsibilities

- 3.1. **Usage Restrictions.** The Customer shall only use the Services for its internal business purposes. The Customer shall not reproduce, modify, adapt, reverse engineer the Software, or build a product or service which competes with the Services. The Customer shall not license, sell, rent, or otherwise commercially exploit the Services or make them available to any third party except Authorised Users.
- 3.2. **Security.** The Customer must ensure that Authorised Users keep their login credentials confidential and shall promptly notify Polso of any unauthorised access. The Customer shall not distribute or transmit any Viruses into the Software or interfere with Polso's network.
- 3.3. **Suspension.** Polso may suspend the Subscription and access to the Services without liability if it identifies an attack on the Customer's account, or reasonably believes suspension is necessary to protect its network or limit potential liability.

4. Fees and Payment

- 4.1. **Payment Terms.** The Subscription Fee shall be due and payable by the Customer in advance, either annually or in accordance with any different billing frequency stated in the applicable Order Form.
- 4.2. **Overdue Charges.** If the Subscription Fee is not paid within 30 days of the due date, Polso reserves the right to terminate the Subscription and prevent the Customer from accessing the Services immediately until such amounts are paid in full.

5. Term and Termination

- 5.1. **Agreement Term.** This Agreement commences on the Effective Date and continues until all Subscriptions granted in accordance with this Agreement have expired or been terminated.
- 5.2. **Subscription Term and Renewal.** Each Subscription shall commence on the Subscription Start Date and continue for the Subscription Period specified in the applicable Order Form. Unless otherwise specified in the Order Form, or unless

terminated earlier in accordance with this Agreement, Subscriptions shall automatically renew or expire at the end of the Subscription Period in accordance with the Renewal Option selected on the applicable Order Form.

- 5.3. **Coterminous Subscriptions.** If the Customer purchases additional Services during an active Subscription Period, those additional Services shall automatically co-term (align their end date) with the existing Subscription Period, unless the new Order Form expressly states otherwise. Fees for the additional Services will be pro-rated for the remainder of the current Subscription Period. The additional Services will thereafter renew concurrently with, and subject to the same renewal terms as, the underlying Subscription.
- 5.4. **Termination for Cause.** This Agreement may be terminated immediately by either party if the other commits a material or persistent breach of any term of this Agreement and that breach is not remedied within 30 days of written notice.
- 5.5. **Effect of Expiry.** Upon the termination or expiry of any Subscription, access to the Software and Support Services shall cease, and all unpaid Subscription Fees shall become immediately due and payable.
- 5.6. **Surviving Provisions.** Upon termination or expiry of this Agreement all rights granted to Customer under this Agreement shall immediately terminate, but the following provisions of this Agreement shall remain in full force and effect: clauses 1, 4, 5.5, 6, 7, and 8. 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.

6. Confidentiality and Intellectual Property

- 6.1. **Confidentiality.** Each party undertakes to hold all Confidential Information in complete and strict confidence and use the same degree of care it uses to protect its own confidential information. Neither party shall use or reproduce Confidential Information for a purpose outside the scope of this Agreement without prior written approval. Confidential Information shall not include information that: (a) is or becomes publicly known through no fault of the receiving party; (b) was lawfully known to the receiving party prior to disclosure; (c) is independently developed; or (d) is required to be disclosed by law or court order.
- 6.2. **Reservation of Rights.** Polso and its licensors reserve all right, title, and interest in and relating to the Services, including all related Intellectual Property Rights. No rights are granted to the Customer hereunder other than as expressly set forth herein.
- 6.3. **Customer Data.** The Customer shall own all right, title, and interest in and to all Customer Data and has sole responsibility for its legality, reliability, and accuracy. The Customer grants Polso a non-exclusive, sub-licensable license to use, store, edit, reproduce, modify, and copy the Customer Data solely as necessary for Polso to provide the Services (including analysing telemetry data to deliver functionality).

- 6.4. **Use of Customer Trademarks.** The Customer hereby grants to Polso, for so long as Customer holds an active Subscription (and for so long as is reasonably required thereafter to remove references as promptly as possible) a worldwide, non-exclusive, royalty-free, fully paid-up license to use Customer's name and logo (as found on the Customer's primary website) on the Polso Website and in Polso's marketing material to advertise that Customer is a customer of Polso. In the event that Customer does not agree to any such use, they shall notify Polso in writing.

7. Warranties and Limitation of Liability

- 7.1. **Disclaimers.** EXCEPT AS EXPRESSLY SET OUT IN THIS AGREEMENT, THE SERVICES ARE PROVIDED "AS IS", AND ALL CONDITIONS, REPRESENTATIONS, WARRANTIES, TERMS AND UNDERTAKINGS, EXPRESS OR IMPLIED, WHETHER BY STATUTE, COMMON LAW, TRADE PRACTICE, CUSTOM, COURSE OF DEALING OR OTHERWISE (INCLUDING WITHOUT LIMITATION AS TO QUALITY, PERFORMANCE OR FITNESS OR SUITABILITY FOR PURPOSE OR NON-INFRINGEMENT) IN RESPECT OF THE SERVICES ARE HEREBY EXCLUDED TO THE FULLEST EXTENT PERMISSIBLE BY LAW.
- 7.2. **Liability Cap.** The aggregate liability of each party arising out of or in connection with this Agreement shall be limited to the Subscription Fee paid (or payable) by the Customer to Polso in the 12 months prior to the event giving rise to the liability.
- 7.3. **Exclusion of Consequential Damages.** In no circumstances shall either party be liable for loss of profits, revenue, loss or corruption of data, or any indirect or consequential loss or damage arising out of this Agreement.
- 7.4. **Uncapped Liability.** Nothing in this Agreement shall limit or exclude either party's liability for death or personal injury caused by its negligence, fraud or fraudulent misrepresentation, or any other liability which cannot be limited or excluded by applicable law.

8. General Provisions

- 8.1. **Entire Agreement.** This Agreement constitutes the entire agreement and understanding between the parties with respect to its subject matter and supersedes all prior agreements.
- 8.2. **Governing Law and Jurisdiction.** This Agreement and any dispute or claim arising out of it shall be governed by and construed in accordance with the laws of England. The courts of England shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this Agreement or its subject matter or formation (including non-contractual disputes or claims).