

These Platform Terms and Conditions for the So Much Easier Service (**Platform T&Cs**) govern the provision of the Platform Service by EBC to the Client and form part of and are incorporated into the So Much Easier Service Terms and Conditions.

1. Definitions.

Defined terms in these Platform T&Cs shall have the same meaning in the So Much Easier Service Terms and Conditions unless otherwise stated. The capitalised terms utilised in these Platform T&Cs are defined below:

Administration Services means: (i) the administration and maintenance of security measures for the Solution; (ii) the management of the database of Authorised Users; (iii) the provision of functionality and technical changes as EBC identifies as necessary or desirable; (iv) the uploading of monthly membership data changes; and (v) the provision of membership reports and Policy invoices; (vi) the management of any applicable Benefits; and (vii) any other administrative services which may be agreed in writing between EBC and Client in an Order Form.

Authorised Users means: (i) EBC personnel; and (ii) those employees of the Client who are authorised by the Client to use the Solution.

Benefits means (i) Pension (ii) Health (Private Medical Insurance, Dental Insurance, Health Cash Plan) and (iii) Protection (Life Assurance, Income Protection, Critical Illness).

Client Data means the data inputted by the Authorised Users for the purpose of using the Solution or facilitating the Client's use of the Platform Services. Client Data includes the Client Marks and Personal Data (as defined in the DPA).

Client Marks means Client's trademarks, service marks, trade names, logos, designs and such similar materials whether or not specifically recognised, registered or perfected, including without limitation, those listed on Client's Solution.

Error means a failure of the Solution as described in Appendix 1 to these Platform T&Cs.

Intellectual Property Rights means all rights, whether registered or unregistered, in any intellectual property, including patents, trademarks, copyrights, designs, trade secrets, and similar rights, worldwide.

Platform Services means: (i) access to the Solution; and (ii) the provision of the Set-Up Services, the Administration Services and the Support Services.

Set-Up Services means: (i) creation of the Solution; (ii) branding of the Solution with Client Marks and colour scheme; (iii) creation of employee logins; (iv) provision of an email address for employee queries on the Benefits; and (v) any other such services which may be agreed in writing between EBC and Client in the Order Form.

Software means the online software applications provided by EBC as part of the Platform Services.

Solution means the off the shelf Salary Plus employee benefit scheme platform created and hosted by EBC or its third-Party providers which

facilitates the communication of Benefits to Client's employees and simplifies the administration of the employee Benefits for the Client.

Subscription Fees means the subscription fees payable by the Client to EBC for the Platform Services as set out in the Order Form.

Support Services means the services described in paragraph 12.

Virus means any thing 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 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.

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 construed accordingly.

2. Right to Use. EBC hereby grants to the Client a non-exclusive, non-transferable right and licence, without the right to grant sublicences, to permit the Client and its Authorised Users to access and use the Solution during the Term solely for the Client's internal business operations. If any Software is provided to Client for use in connection with the Solution, the Software will be included in the definition of Solution and subject to the license granted in this paragraph 2.

3. Set Up Services, Administration Services and Support Services. EBC shall provide the Set-Up Services, Administration Services and Support Services to the Client in accordance with the terms of these Platform T&Cs.

4. Restrictions. Client and its Authorised Users are only authorised to use the Solution in accordance with the terms of these Platform T&Cs. The Client shall not: (i) access, store, distribute or transmit to EBC, via the Solution, any Viruses, or Vulnerability; (ii) store, access, publish, disseminate, distribute or transmit via the Solution any material which: (a) is unlawful, harmful, threatening, defamatory, obscene, infringing, harassing or racially or ethnically offensive; (b) facilitates illegal activity; (c) depicts sexually explicit images; (d) promotes unlawful violence; (e) is discriminatory based on race, gender, colour, religious belief, sexual orientation, disability; or (f) is otherwise illegal or causes damage or injury to any person or property; (iii) except as may be allowed by any Applicable Law which is incapable of exclusion by agreement between the parties and except to the extent expressly permitted under these Platform T&Cs: (a) attempt to copy, modify, duplicate, create derivative works from, frame, mirror, republish, download, display, transmit, or distribute all or any portion of the Solution in any form or media or by any means; or (b) attempt to de-compile, reverse compile, disassemble, reverse engineer or

otherwise reduce to human-perceivable form all or any part of the Solution; (c) access all or any part of the Solution in order to build a product or service which competes with the Solution; (d) use the Solution to provide services to third parties; (e) license, sell, rent, lease, transfer, assign, distribute, display, disclose, or otherwise commercially exploit, or otherwise make the Solution available to any third party except the Authorised Users, or (f) attempt to obtain, or assist third parties in obtaining, access to the Solution, other than as provided under these Platform T&Cs.

5. Unauthorised Access. The Client shall use all reasonable endeavours to prevent any unauthorised access to, or use of, the Solution and, if there is any such unauthorised access or use, promptly notify EBC.

6. Platform Services Warranties.

6.1. Performance Warranty. EBC warrants that the Solution will perform in all material respects when used as authorised under these Platform T&Cs. This warranty will not apply: (i) unless Client notifies EBC of a claim under this warranty within 30 days of the date on which the condition giving rise to the claim first appears; or (ii) if the event giving rise to the warranty claim was caused by misuse, unauthorised modifications, or third-Party hardware, software or services. Client's exclusive remedy and EBC's sole liability with regard to any breach of this warranty will be, at EBC's sole option and expense, to either: (i) repair or replace the non-conforming Solution or (ii) terminate the affected Solution and refund Client, on a pro rata basis, any unused, prepaid fees as of the termination effective date.

6.2. Set-Up Services, Administration Services and Support Services Warranty. EBC warrants that the Set-Up Services, Administration Services and Support Services will be performed using reasonable care and skill consistent with generally accepted industry standards. For any claimed breach of this warranty, Client must notify EBC of the warranty claim within thirty (30) days of Client's receipt of the applicable Consultancy Services. Client's exclusive remedy and EBC's sole liability with regard to any breach of this warranty will be, at EBC's option and expense, to either: (i) re-perform the non-conforming Set-Up Services, Administration Services and Support Services; or (ii) refund to Client the Platform Services Fees paid for the non-conforming Set-Up Services, Administration Services and Support Services. Client shall provide reasonable assistance to EBC in support of its efforts to furnish a remedy for any breach of this warranty.

6.3. Viruses and Vulnerabilities. EBC shall use commercially available software designed to prevent Viruses and Vulnerabilities in the Solution.

6.4. DISCLAIMER. EXCEPT AS EXPRESSLY SET FORTH IN THIS SECTION, PLATFORM SERVICES ARE PROVIDED WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF, MERCHANTABILITY, AND FITNESS FOR A PARTICULAR PURPOSE, AND ANY WARRANTIES IMPLIED BY ANY COURSE OF PERFORMANCE OR USAGE OF TRADE, ALL OF WHICH ARE EXPRESSLY DISCLAIMED. EBC AND ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, SUPPLIERS, PARTNERS, SERVICE PROVIDERS

AND LICENSORS DO NOT WARRANT THAT: (I) SOLUTION WILL BE UNINTERRUPTED OR ERROR FREE, (II) SOLUTION IS FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS; OR (III) THE RESULTS OF USING PLATFORM SERVICES WILL MEET CLIENT'S OR AUTHORIZED USERS' REQUIREMENTS.

7. Client Data.

7.1. License and Ownership. Client grants EBC a license to use the Client Data and the Client Marks solely for the purposes of performing the Platform Services. Except for the license granted in this paragraph 8.1 the Client shall own all right, title and interest in the Client Marks and to all of the Client Data.

7.2. Client Responsibilities. Client acknowledges and agrees that it has sole responsibility for: (i) ensuring that it has all rights necessary to use, transmit and display Client Data and for EBC to host, store, adapt or integrate such Client Data as required to provide Platform Services and for maintaining Client Data on the systems from which they are sourced and making backup copies of Client Data; (ii) the accuracy, completeness, appropriateness, copyright compliance or legality of any Client Data hosted on the Solution; and (iii) the communication of the availability of the Solution and the Client Data.

7.3. Return of Client Data. Upon termination or expiry of these Platform T&Cs for any reason, EBC shall make available to Client, upon Client's request, a file containing the Client Data in a standard format. Client shall be entitled to request the Client Data in accordance with this paragraph 7.3 at any time within thirty (30) days following the effective date of termination. Following the expiry of the thirty (30) day period EBC shall have no obligation to maintain or provide any Client Data and will, unless prevented by Applicable Law from doing so, delete all Client Data from the Solution and shall certify to Client that it has done so.

7.4. Client Indemnification. Client will defend EBC against any claim, demand, suit or proceeding made or brought against EBC by any third party alleging that EBC's use of the Client Data or the Client Marks infringes or misappropriates any Intellectual Property Rights or otherwise harms the third party (**Client Indemnification Claim**) and will indemnify EBC for any damages, reasonable legal fees and costs finally awarded against Client as a result of, or for amounts paid by EBC under a settlement approved in writing by Client of, any such Client Indemnification Claim, provided that EBC: (i) promptly gives Client written notice of the Client Indemnification Claim; (ii) gives Client sole control of the defence and settlement of the Client Indemnification Claim (except that Client may not settle any Client Indemnification Claim unless it unconditionally releases EBC of all liability); and (iii) gives Client all reasonable assistance, at Client's cost. Where a Client Indemnification Claim arises which cannot be resolved by the Client adapting, modifying or replacing any of the Client Marks or the Client Data, EBC reserves the right to terminate the provision of the Platform Services without any liability to the Client. THIS SECTION 8.4 STATES CLIENT'S SOLE AND ENTIRE OBLIGATION AND LIABILITY, AND EBC'S SOLE AND EXCLUSIVE RIGHT AND REMEDY, FOR INFRINGEMENT OR VIOLATION OF INTELLECTUAL PROPERTY RIGHTS OR OTHER THIRD-PARTY RIGHTS.

7.5. Loss or Damage to Client Data. In the event of any loss or damage to Client Data however caused, the Client's sole and exclusive remedy shall be for EBC to use reasonable endeavours to restore the lost or damaged Client Data from the latest back-up of such Client Data maintained by the Hosting Provider (defined in paragraph 8 below) in accordance with the Hosting Provider's data back-up procedure.

7.6. Usage Data. The Client acknowledges that the Platform collects information about its users including their user ID, the number and frequency of logins, details of the accessing device and usage statistics (**Usage Data**). All rights in and to the Usage Data derived from the operation of the Platform shall be the property of EBC. Nothing in these Platform T&Cs shall prevent EBC from accessing and using such Usage Data.

8. Security and Hosting. EBC has implemented appropriate technical and procedural safeguards to protect and secure Client Data. Client is solely responsible for any breach or loss resulting from: (i) Client's failure to control user access; (ii) failure to secure Client Data which Client transmits to and from the Solution; and (iii) failure to implement security configurations and encryption technology to protect Client Data. The Client acknowledges that the hosting of the Solution and Client Data will be provided by a third-Party hosting provider (**Hosting Provider**) selected by EBC from time to time. Notwithstanding any other provision of these Platform T&Cs, EBC shall be entitled to transfer or otherwise make the Client Data available to the Hosting Provider for the purpose of the performance of EBC's obligations under these Platform T&Cs.

9. Accuracy of Information. Client is solely responsible for verifying the accuracy of the information generated from the Platform Services (**Information**) and any reliance on Information shall be at the Client's sole risk. EBC assumes no responsibility or liability in connection with any Information.

10. Connectivity. Except to the extent required by Applicable Law, the Client shall be solely responsible for procuring, maintaining and securing its network connections and telecommunications links and all problems, conditions, delays, delivery failures and all other loss or damage arising from or relating to the Client's network connections or telecommunications links or caused by the internet.

11. Feedback. EBC may use any feedback and suggestions for improvement relating to the Platform Services provided by the Client, the Client Group or any Authorised User without charge or limitation (**Feedback**). The Client hereby assigns (or shall procure the assignment of) all Intellectual Property Rights in the Feedback with full title guarantee (including by way of present assignment of future Intellectual Property Rights) to EBC at the time such Feedback is first provided to EBC.

12. Support and Availability. EBC shall use commercially reasonable efforts to respond to and resolve Errors in accordance with Appendix 1 to these Platform T&Cs during normal working hours (**Support Services**). The Solution shall be available to the Client and its Authorised Users 99.9% of time in any given calendar month. EBC shall use reasonable endeavours to provide the Client with advance notice of any planned downtime.

13. Suspension. EBC may immediately suspend access to the Platform Services to all or some of the Authorised Users in the event of a breach of paragraph 4 (Restrictions) above.

14. Changes to the Solution. The Client acknowledges that EBC shall be entitled to modify the features and functionality of the Solution provided that EBC shall ensure that any such modification does not materially adversely affect the use of the Solution by EBC's customers generally.

Appendix 1 to these Platform T&Cs – Support Service Level Agreement

Error Severity	Description	Response Time	Resolution Time
High Severity	❑ Severe failure impacting a significant number of users	15 minutes	Commercially reasonable endeavours to resolve within 2 hours
	❑ System unavailable or not working properly during the formal annual enrolment window (i.e. December)		
Medium Severity	❑ An issue impacting one of the more popular benefits	Best endeavours to respond within 2 hours	24 hours
	❑ An issue impacting a reasonable number of people		
	❑ An issue that has arisen during an enrolment window		
Low Severity	❑ Minor issue impacting one of the less popular benefits	4 hours	48 hours
	❑ Minor issue impacting a small number of employees		
	❑ An issue that has arisen outside an enrolment window		