

OPTIONAL SCHEDULE – Pulse

1. License to Use SaaS. In consideration of the payment of the Fees and subject to Customer’s compliance with the terms of the Agreement, Kinetic hereby grants to Customer a revocable, non-exclusive, non-transferable right and license to remotely access and use the SaaS. Customer agrees it will not sell or make available the Services to any other party.

2. Access to SaaS. Customer must provide and is responsible for all equipment necessary for Customer to access the SaaS. Customer shall ensure that its network and systems comply with any relevant specifications provided by Kinetic from time to time, Customer shall be solely responsible for procuring and maintaining its network connections and telecommunications links from Customer’s systems to Kinetic’s SaaS, and Customer shall be solely responsible for all problems, conditions, delays, delivery failures and all other loss or damage arising from or relating to Customer’s network connections or telecommunications links or internet. Customer shall not make the administrative interface of the SaaS available to anyone other than its Authorized Users. Kinetic will require Customer and its Authorized Users to the administrative interface of the SaaS to use a valid password (each a “Password”). Kinetic will provide the Customer with options for SaaS access. Customer will notify Kinetic promptly of any such unauthorized access or use. Customer is entirely responsible for any and all activities which occur under its Passwords. Customer shall be responsible for its and its End Users’ compliance with this Schedule.

3. Availability. Kinetic shall use commercially reasonable efforts to make the SaaS accessible to Customer and End Users twenty-four (24) hours a day, seven (7) days a week, except for (i) scheduled maintenance and required repairs and (ii) any loss or interruption due to causes beyond the control of Kinetic or which are not reasonably foreseeable by Kinetic, including, but not limited to, delay, interruption or failure of telecommunication or Internet transmission links and hardware failures.

4. Acceptable Use Policy – AUP

Kinetic’s SaaS environment is powered by third party data centre providers which may include Microsoft Azure, Amazon Web Services, Google Cloud Platform or any of the cloud services providers identified [here](#). Customer agrees to the following AUP:

Acceptable Use Policy

Neither Customer, nor those that access through Customer, may use the Service:

- in a way prohibited by law, regulation, governmental order or decree;
- to violate the rights of others;
- to try to gain unauthorized access to or disrupt any service, device, data, account or network;
- to spam or distribute malware;
- in a way that could harm the Service or impair anyone else’s use of it;
- in any application or situation where failure of the Service could lead to the death or serious bodily injury of any person, or to severe physical or environmental damage; or
- to assist or encourage anyone to do any of the above.

Violation of the Acceptable Use Policy in this section may result in suspension of the Service. If Kinetic suspends the Service, Kinetic will suspend only to the extent reasonably necessary. Unless Kinetic believes an immediate suspension is required, Kinetic will provide reasonable notice before suspending the Service for the reasons stated above.

5. Configuration SaaS.



5.1. Data; Marks.

5.1.1. End User Data. In the course of providing the SaaS to Customer hereunder, Kinetic shall collect End User Data from End Users only as directed by Customer and use them solely for the purpose of providing the Service. Kinetic shall provide the Customer with access through the Service to End User Data. Kinetic shall put in place reasonable security measures to protect against unauthorized access, alteration, disclosure, and destruction of End User Data saved through the Service.

5.1.2. Customer Data and Configuration Data. Kinetic does not obtain ownership of any Customer Data or Configuration Data. However, Customer grants to Kinetic a royalty-free and non-exclusive license to reproduce, modify, adapt, publish, translate, create derivative works from, distribute, communicate to the public, perform and display the Customer Data and Configuration Data, if any (in whole or in part) solely as part of the Service.

5.1.3. Data. Customer shall have sole responsibility for the legality, reliability, integrity, accuracy and quality of the End User Data, Customer Data and Configuration Data (collectively the "Data"). In the event of any loss or damage to Data, Customer's sole and exclusive remedy shall be for Kinetic to use commercially reasonable efforts to restore the lost or damaged Data from the latest available back-up of such Data. We shall not be responsible for any loss, destruction, alteration or disclosure of Data caused by any third party (including any third party service provider).

5.1.4. SaaS Usage Data. Kinetic shall provide the Customer with access through the SaaS to SaaS Data. Customer hereby grants to Kinetic a worldwide, perpetual, non-exclusive, royalty-free license (with a right to sublicense) under Customer's Intellectual Property Rights to use, reproduce, transmit, distribute, license, modify, edit, adapt, translate, reformat, create other derivative works of, publicly perform and publicly display (i) SaaS Usage Data, in whole or in part and (ii) modifications and any other derivative works thereof, alone or in combination with any other information or data, for any purposes, including but not limited to, improvements and enhancements of the Software, or the Service, and in any manner whatsoever, provided that no information or data derived from SaaS Usage Data that could be used to identify the Customer or any End User shall be disclosed, distributed, licensed, transmitted, displayed or performed.

5.1.5. Marks. Some aspects of the Service may allow Customer to add and display Customer trademarks, trade names and logos (collectively the "Marks"). Kinetic does not obtain ownership of any Marks. However, Customer grants to Kinetic a royalty-free and non-exclusive license to reproduce, modify, adapt, publish, translate, create derivative works from, distribute, communicate to the public, perform and display the Marks solely as contemplated by this Schedule.

6. DATA LOCALISATION – Data localisation is Ireland/West Europe

7. TRAINING SERVICES. As provided in Schedule 3.

8. SUPPORT SERVICES As provided in Schedule 4.

9. KINETIC SHALL NOT BE LIABLE FOR DAMAGES OF ANY KIND, INCLUDING, BUT NOT LIMITED TO, DIRECT, SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES RESULTING FROM DELAY, INTERRUPTION OR FAILURE OF TELECOMMUNICATION, DIGITAL AND INTERNET TRANSMISSION OR THIRD PARTY DATA CENTER PROVIDER UTILIZED IN PROVIDING THE SERVICE. **ANY CLAIMS BROUGHT UNDER OR PURSUANT TO THIS SCHEDULE OR OTHERWISE RELATED HERETO SHALL BE SUBJECT TO THE TERMS AND CONDITIONS OF THE AGREEMENT,**



INCLUDING BUT NOT LIMITED TO THE EXCLUSIONS OF LIABILITY AND THE LIMITATIONS OF LIABILITY SET FORTH IN PART B CLAUSE 10.3 THEREIN.

