

Third Party Product Terms – Klipboard

1. General Description

1.1 These Third Party Product Terms detail the provision by KCS to Customer of the Klipboard Product Service which enables the Customer to access the Klipboard job management and field service platform (the “Platform”). Third Party Products are provided by third party suppliers, and the provisions in these Third Party Product Terms reflect or flow down the terms and basis on which such Products are provided to KCS.

1.2 Capitalised terms used in these Third Party Product Terms but not defined in these terms are defined in KCS’s Terms and Conditions – Section A.

1.3 In these terms, unless the context otherwise requires, the following expressions shall have the following meanings:

“Account” means Customer’s Klipboard Platform account and profile, accessed using Customer’s unique username and password.

“Content” means all visual content and materials that Customer or Customer’s End Users post or upload to, or disseminate, distribute or transmit through, the Klipboard Platform including all pictures, photographs, text, graphics, data, files, links, information, chats, and any other content and materials.

“Customer Data” means the data inputted by the Customer, End Users, or KCS or Klipboard on the Customer’s behalf for the purpose of using or facilitating the Customer’s use of the Software and/or Klipboard Platform.

“Documentation” means any and all user manuals, instructions, videos, brochures or similar media relating to the use of the Klipboard Platform made available by Klipboard.

“End User” means those employees, agents and independent contractors of Customer who are authorised by Customer to use the Software and the Documentation pursuant to or in accordance with these terms. “End User” is further limited to only the maximum number of End Users licensed by Customer.

“Klipboard” means Klipboard Limited, registered in England and Wales with Company Number 09382119 and whose registered office is at Herongate, Charnham Park, Hungerford RG17 0YU and references to Klipboard shall be construed as including a reference to KCS where applicable.

“Klipboard Platform” means the online Klipboard mobile field service platform accessible through <https://app.klipboard.io/> and respective iOS and Android mobile applications, including all documentation, manuals, videos and software in or accessible through the Klipboard Platform, excluding Customer’s Content.

“Privacy Policy” means the Klipboard privacy policy available at <https://klipboard.io/website-terms/>, which sets out how it collects, generates and handles personal data.

2. Provision of the Klipboard Service

2.1 The Klipboard Service provides the features set out at <https://klipboard.io/> subject to regional availability.

2.2 KCS may make changes to these Third Party Product Terms:

2.2.1 at any time following an update in the terms and/or requirements of any supplier;

2.2.2 at any time following a change in law or regulation relating to the use or provision of the Product; or

2.2.3 on not less than 30 days’ prior notice

and the latest version of these Third Party Product Terms shall apply.

2.3 The latest version of these Third Party Product Terms is available at <https://www.kerridgecs.co.za/page/site/documentation>

2.4 Subject to these terms and conditions and on condition of the payment of all Charges, and solely in the manner and to the extent permitted by and provided for in Customer’s Contract, KCS hereby grants Customer a limited, non-

exclusive, non-transferable, revocable right to access and use the Klipboard Platform to:

2.4.1 create and upload Content to Customer’s Klipboard Platform Account;

2.4.2 manage End Users from Customer’s Klipboard Platform Account for Customer’s internal business purposes

3. Customer Obligations

3.1 Customer shall:

3.1.2 be responsible for the way in which Customer and Customer’s End Users access and use the Klipboard Platform and for any Content stored, posted or uploaded to, or distributed or transmitted through, the Klipboard Platform by or on behalf of Customer or Customer’s End Users.

3.1.3 shall use commercially reasonable efforts to prevent any unauthorised access to or use of the Klipboard Platform and, in the event of any such unauthorised access or use, shall promptly notify Klipboard.

3.1.4 comply with all applicable laws, regulations, rules and codes with respect to Customer’s activities relating in any way to Customer’s use or exploitation of the Klipboard Platform

3.1.5 notify Klipboard in writing of any breach of these terms by Customer or any End User immediately upon becoming aware of such breach or reasonably suspecting that a breach has occurred.

3.1.6 be responsible for all use of Customer’s Account and for maintaining the security of Customer’s Account and the confidentiality and security of the password and username for Customer’s Account. Customer must inform Klipboard immediately if Customer knows or suspects that Customer’s Account has been accessed by an unauthorised third party.

3.1.7 ensure that any mobile device hardware used to access Customer’s Account, the Services and/or the Klipboard Platform meets the minimum operating software

requirements as published from time to time;

3.1.8 supply and be responsible for all equipment, internet access and bandwidth needed to properly access and use the Klipboard Platform and any data or related charges;

3.1.9 for any transactions made through the Invoicing and Quoting modules, where available, including compliance with any VAT and/or sales tax liability that may apply

3.1.10 for ensuring licensing the correct number of End Users for the number of End Users accessing and using the Platform. Customer shall not allow any End User profile to be used by more than one individual person unless it has been reassigned in its entirety to a different individual (in which case Customer shall ensure the prior End User ceases to have any access).

3.1.11 for Customer's End Users' compliance with these terms. Upon request by either KCS or Klipboard, Customer shall take all steps to enforce Klipboard's rights against any particular End User and/or procure compliance by an End User with these terms, which may include, for example and without limitation, restricting specific End Users access to the Klipboard Platform). If it believes there to be reason to do so (in its sole discretion), Klipboard reserves the right to restrict or disable (on a temporary or permanent basis) access to the Klipboard Platform and/or to delete one or more of Customer's End Users. Klipboard will not permanently disable Customer's Account without first notifying Customer and giving Customer an opportunity to cure such noncompliance, if curable, within a timeframe specified by Klipboard, acting reasonably.

3.1.12 be responsible for the way in which Customer and Customer's End Users access and use the Klipboard Platform and for any Content stored, posted or uploaded to, or distributed or transmitted through, the Klipboard Platform by or on behalf of Customer or Customer's End Users.

3.1.13 use commercially reasonable efforts to prevent any unauthorised access to or use of the Klipboard Platform and, in the event of any such unauthorised access or use, shall promptly notify Klipboard.

3.1.14 comply with all applicable laws, regulations, rules and codes with respect to Customer's activities relating in any way to Customer's use or exploitation of the Klipboard Platform

3.1.15 notify Klipboard in writing of any breach of these terms by Customer or any End User immediately upon becoming aware of such breach or reasonably suspecting that a breach has occurred.

3.1.16 be responsible for all use of Customer's Account and for maintaining the security of Customer's Account and the confidentiality and security of the password and username for Customer's Account. Customer must inform KCS immediately if Customer knows or suspects that Customer's Account has been accessed by an unauthorised third party.

3.1.17 retain the original source of all Content or to export all Customer Content prior to terminating. Klipboard reserves the right to delete all Content from the Account upon termination or cancellation. Klipboard may destroy or otherwise dispose of Customer Content in its possession unless Klipboard receives, no later than ten days after the effective date of the termination of your contract for the Klipboard Services, a written request for the delivery to Customer of the then most recent back-up of Customer's Content. Klipboard shall use reasonable commercial endeavours to deliver the back-up to Customer within 30 days of its receipt of such a written request, provided that Customer has, at that time, paid all fees and charges outstanding at and resulting from termination (whether or not due at the date of termination). Customer shall pay all reasonable expenses incurred by Klipboard in returning Customer's Content.

3.2 Customer agrees that Klipboard may use Customer's business name and logo on its marketing and promotional materials for the Klipboard Platform, for as long as Customer uses the Klipboard Platform.

4. Charges and Payment

4.1 KCS shall invoice Customer monthly in arrears for the Charges under the relevant Contract.

5. Suspension and Termination

5.1 KCS may suspend and or terminate the Klipboard Platform or Customer's use or access to the Klipboard Platform:

5.1.1 Immediately without notice on instruction or at the request of a supplier, including without limitation Klipboard;

5.1.2 Immediately without notice in the event of a suspected breach of or where required by any acceptable use policy, applicable laws or regulations or the requirements of a supplier;

5.1.3 Immediately without notice if KCS or a supplier determines, in its sole discretion, that Customer's continued use of the Klipboard Platform damages the brand or reputation of KCS or Supplier; or

5.1.4 immediately without notice in the event of a material breach of these Third Party Product Terms by Customer.

6. Licence Conditions, Intellectual Property and Acceptable Use

6.1 Except as expressly permitted by these terms, Customer shall not and shall ensure that Customer's End Users do not:

6.1.1 copy, modify, adapt, translate, or otherwise create derivative works of the Klipboard Platform, Klipboard's Intellectual Property or any software, services, or other technology of the third-party vendor(s) or hosting partner(s) who provide the infrastructure, hardware, software, networking, storage, and related technology required to operate and provide the Platform;

6.1.2 store, distribute, post, upload or transmit any Content through the Klipboard Platform that (a) is or is at risk of being perceived to be unlawful, embarrassing, harmful, threatening, bullying, libelous, defamatory, obscene, harassing, annoying, racially or ethnically offensive, inciting hatred or invasive of a person's privacy; (b) that facilitates or promotes illegal activity, violence, discrimination based on race, gender, colour, religious or philosophical belief, sexual orientation, disability or any other illegal activities; (c) depicts

or contains sexually explicit or pornographic images; and/or (d) infringes the Intellectual Property rights of a third party;

6.1.3 introduce any virus, worm, malware, spyware, Trojan horse or other harmful or malicious code to the Klipboard Platform;

6.1.4 do anything which may negatively impact the Klipboard Platform, system or environment or availability of the Klipboard Platform;

6.1.5 attempt to duplicate, modify, sub-license, copy, adapt, distribute, market, lease, create derivative works from or resell the Klipboard Platform (or any part of it including any of the software in or accessible through it);

6.1.6 access and use the Klipboard Platform in order to build a product or service competitive with the Klipboard Platform;

6.1.7 attempt to decompile, disassemble, reverse engineer or otherwise reduce to human-perceivable form any part of the Klipboard Platform (including any of the software in or accessible through it) or to discover or disclose the source code, methods and concepts embodied in the Klipboard Platform (including any of the software in or accessible through it) except as may be allowed by any applicable law notwithstanding contractual prohibition;

6.1.10 alter, obscure, remove, conceal or otherwise interfere with any markings on or in the Klipboard Platform which refers to KCS, Klipboard or includes any KCS or Klipboard trademarks or logos;

6.1.10 use the Klipboard Platform for the purposes of direct marketing or promotion to anyone other than Customer's End Users and customers of Customer;

6.1.11 suggest or state that KCS or Klipboard endorse or supports Customer's Content;

6.1.12 circumvent or manipulate any of the restrictions or security-related features within the Klipboard Platform, such as with respect to the number of permitted End Users; or

6.1.13 engage in any deceptive, unfair or misleading practice and/or in violation of applicable law.

6.2 Other than Customer Content, Data and trademarks, Customer acknowledges that the Klipboard Platform and all intellectual property contained therein, including, but not limited to, text, works of authorship, software, music, sound, photographs, video, graphics, and third party materials, is proprietary to Klipboard and its licensors, and Klipboard and its licensors retain exclusive ownership of the same throughout the world, including all related copyrights, trademarks, service marks, patents, trade secrets or other intellectual property and proprietary rights thereto. Except for the limited express license granted to Customer under these terms, Klipboard and its licensors retain all right, title or interest in and to the Platform. Customer acknowledges and agrees that any ideas, enhancements, improvements, additions or modifications to the Klipboard Platform, suggested by Customer, and any and all intellectual property rights contained therein, will become Klipboard property, and Customer hereby assign and agree to assign any and all right, title and interest to any rights in such suggestions to Klipboard.

6.3 Customer agrees to not make any representation, promise, warranty or other statement of fact about the Klipboard Platform that is not expressly set out in the documentation provided by Klipboard. Customer agrees not to make any representation, promise or warranty or other pledge, or incur any liability, on its behalf or purport to pledge its credit or make any contract binding upon Klipboard.

7. Availability of the Klipboard Service

7.1 Klipboard will use commercially reasonable endeavours to provide the Klipboard Services at all times but delays may occur to enable maintenance or other development activity to take place or due to circumstances outside the control of Klipboard. Klipboard will use commercially reasonable endeavours to ensure that any such delay is kept to a minimum but in no circumstances will Klipboard or KCS be or become liable for any consequential loss or damage.

For the avoidance of doubt, the KCS Availability provisions do not apply to the Klipboard Platform.

7.2 Klipboard uses commercially reasonable efforts to keep the Platform available, however, it does not guarantee that use of the Klipboard Platform will be uninterrupted or error free at all times and in all circumstances, nor that such interruption or errors will be corrected. If for any reason Klipboard expects the Klipboard Platform to be down for a period longer than expected for routine maintenance, Klipboard will use reasonable efforts to publish in advance details of such activity on the Klipboard website. Klipboard shall not be liable for any interruption or use of the Klipboard Platform unless due to its gross negligence. Klipboard does not warrant that the services will meet Customer's requirements nor that they will be suitable for any particular purpose. It is Customer's sole responsibility to determine that the Klipboard Platform meet the needs of Customer's business or otherwise and are suitable for the purposes for which they are used.

7.3 Except for any express warranties in these terms, Customer accepts that the Klipboard Service is provided 'as is' and 'as available'. To the fullest extent permitted by applicable law, Klipboard excludes all terms, conditions, warranties and representations that are not expressly set out in these terms (including without limitation any implied terms, whether by statute, equity, common law, course of trade or dealing or otherwise) including without limitation any as to merchantability, fitness for a particular purpose, title, non infringement, the level of skill and care to be applied by Klipboard and any others whatsoever. Customer acknowledges that Customer is dealing with Klipboard as a business and not as a consumer.

8. Data Processing

8.1 The Customer shall own all right, title and interest in and to all of the Customer Data and shall have sole responsibility for the legality, reliability, integrity, accuracy and quality of the Customer Data.

8.2 In the event of any loss or damage to Customer Data, the Customer's sole and exclusive remedy

shall be for Klipboard to use reasonable commercial endeavours to restore the lost or damaged Customer Data from the latest back-up of such Customer Data maintained by Klipboard. Klipboard shall not be responsible for any loss, destruction, alteration or disclosure of Customer Data caused by any third party (except those third parties sub-contracted by Klipboard to perform services related to Customer Data maintenance and back-up).

8.3 Klipboard shall, in providing the Software, comply with its Privacy Policy relating to the privacy and security of the Customer Data available at www.klipboard.io or such other website address as may be notified to the Customer from time to time, as such document may be amended from time to time by Klipboard in its sole discretion.

8.4 If Klipboard processes any personal data on the Customer's behalf when performing its obligations under this agreement, the parties record their intention that the Customer shall be the data controller (or Responsible Party in South Africa and references to Controller shall be construed as references to Responsible Party where appropriate) and Klipboard shall be a data processor (Operator in South Africa and references to processor shall be construed as references to operator where appropriate) and in any such case:

8.4.1 the Customer acknowledges and agrees that the personal data may be transferred or stored outside the EEA or the country where the Customer and the Authorised Users are located in order to provide the Software and Klipboard's other obligations under this agreement;

8.4.2 the Customer shall ensure that the Customer is entitled to transfer the relevant personal data to Klipboard so that Klipboard may lawfully use, process and transfer the personal data in accordance with this agreement on the Customer's behalf;

8.4.3 the Customer shall ensure that the relevant third parties have been informed of, and where required have given their consent to, such use, processing, and transfer as required by all applicable data protection legislation;

8.4.4 Klipboard shall process the personal data only in accordance with the terms of this agreement and any lawful instructions reasonably given by the Customer from time to time; and

8.4.5 each party shall take appropriate technical and organisational measures against unauthorised or unlawful processing of the personal data or its accidental loss, destruction or damage.

8.5 Klipboard may also use statistical data relating to the Customer's use of Klipboard in aggregate with similar data from other users provided that the identity of any individual customer cannot be derived from such use.

8.6 If Customer wishes to enable third-party applications for use in conjunction with the Service, Customer authorises Klipboard to allow the providers of those third-party applications to access the Customer Data as required for the interoperation of such third-party applications with the Service. Klipboard shall not be responsible for any disclosure, modification or deletion of the Customer's Data resulting from any such access by any such third-party application providers. Under no circumstances will Klipboard be or become liable for any loss or damage suffered by any such party and the End User hereby indemnifies Klipboard from and against any claim that may be made by a third party.

8.7 Customer acknowledges that Klipboard is reliant on Customer for directions as to the extent to which Klipboard is entitled to use and process the personal data. Consequently, Customer shall indemnify and keep indemnified Klipboard and its permitted assign for: (i) any claim brought by a data subject, any person, or a supervisory authority against Klipboard (and any damages, fines, awards, expenses, liabilities, and/or losses suffered or incurred by Klipboard) arising from any action or omission by Klipboard or its sub-contractor, to the extent that such action or omission resulted from Customer's instructions except to the extent that same has arisen out of non-compliance by Klipboard or its sub-contractors with their obligations under Data Protection Act 2018 (or the Protection of Personal Information Act 4 of 2013 - "Popia"); and (ii) any damages, fines, awards, expenses,

liabilities, and/or losses suffered or incurred by the Klipboard (and/or its permitted assigns) arising as a result of a breach by Customer of Customer obligations under Data Protection Act 2018 and/or POPIA.

8.8 Customer warrants and represents that Customer has obtained and/or have in place, all necessary consents, approvals and/or valid legal basis for the lawful transfer of personal data to Klipboard for the purposes of these Terms and the provision of services by Klipboard and KCS.

9. Intermediate Data Processing

9.1 Klipboard Limited is the data processor/operator (intermediate processor)

9.2 Customer is the data controller/responsible party (controller)

9.3 Microsoft Azure is the cloud service provider (processor or cloud provider)

9.4 The 'intermediate processor' shall provide cloud based services for the 'controller' in accordance with the principal contract.

9.5 The 'intermediate processor' shall provide the services for as long as a valid contract exists for the cloud based services in accordance with the principal contract.

9.6 The nature of the processing of personal data will be determined by the 'controller' and no personal data will be processed by the 'intermediate processor' under this contract.

9.7 The purpose of processing will be as described in the principal contract.

9.8 The types of personal data processed will be determined by the 'controller' and no personal data will be processed by the 'intermediate processor' under this contract.

9.9 The 'controller' warrants it has title over, or a license to process, the personal data, and that it is doing so legally and in accordance with the requirements of personal data protection law including the PRR

9.10 The 'intermediate processor' will not interact with personal data as part of this contract, any interaction with personal data by the 'intermediate processor' under the instructions of the 'controller' will be subject of an additional contract governing the specific processing concerned.

9.11 The 'intermediate processor' uses, and the 'controller' agrees to the use of, cloud services provided by the 'cloud provider'. These cloud services are provided within the EU or the UK. The 'cloud provider' are a processor of the personal data.

9.12 The 'cloud provider' have committed themselves to security and privacy, and are suitably certified.

9.13 The 'intermediate processor' will not engage other processors without prior specific written authorisation of the 'controller'.

9.14 The 'intermediate processor' will ensure any other processor engaged will be subject to the same data protection obligations as set out in the contract. Any engaged processor will provide sufficient guarantees to implement appropriate technical and organisational measures in such a manner that the processing will meet the requirements of GDPR.

9.15 The nature of processing, being that the 'intermediate processor' will not interact with the data as part of this contract, means that the 'intermediate processor' will enable the 'controller' to fulfil their obligation to respond to requests for exercising the data subject's rights, and to ensure compliance with the obligations pursuant to Articles 32 to 3

of GDPR, but will not perform these tasks for the 'controller' as part of this contract.

9.16 The 'intermediate processor' will at the choice of the 'controller', delete or return all the personal data to the 'controller' after the end of the provision of services relating to processing, and delete existing copies unless European Union or UK law requires storage of the personal data.

9.17 The 'intermediate processor' will make available to the 'controller' all information necessary to demonstrate compliance with the obligations laid down in Article 28 of GDPR and allow for and contribute to audits, including inspections, conducted by the 'controller' or another auditor mandated by the 'controller'.

10. Limitation of Liability

10.1 Except for fraud or fraudulent misrepresentation and to the maximum extent permitted by applicable law, in no event will Klipboard be liable for any indirect, special, incidental or consequential damages arising out of these terms including without limitation damages for loss of profits, revenues, goodwill, business or business opportunity, anticipated savings or wasted management time, work stoppage, loss, deletion or corruption of content or data, computer failure or malfunction, denial of service or any and all other commercial damages or losses even if advised of the possibility thereof, and regardless of the legal or equitable theory (contract, tort or otherwise) upon which the claim is based. In any case, except for fraud or fraudulent misrepresentation, Klipboard's entire liability under these

terms shall not exceed the total Charges paid by Customer in the preceding six months, notwithstanding any failure of essential purpose of any limited remedy. Klipboard is not responsible for any liability arising out of Content provided by Customer, End Users or third parties access through the Klipboard Platform and/or any material linked through such content.

11. Indemnification

11.1 Customer agrees to defend, indemnify, and hold harmless Klipboard from and against any claims, demands, damages, losses, liabilities, awards and/or expenses suffered and/or incurred or agreed to be paid out by Klipboard arising out of or in connection with Customer's use or the use by Customer's End Users of the Klipboard Platform in breach of these terms and/or any Content posted, uploaded, distributed, transmitted or disseminated by Customer or Customer's End Users.

12. Statistical data

12.1 The Klipboard Platform, in the normal course of operations, provides Klipboard with aggregated, statistical data (such as product or feature usage and functionality metrics), which is anonymized and aggregated with other such anonymized data so that it does not and cannot contain any information identifiable or attributable to Customer or any End User, either alone or in combination with other data ("Aggregated Anonymous Data"). To the extent that any Aggregated Anonymous Data is collected by Klipboard, Customer agrees that Klipboard may use, store, analyze, and disclose such Aggregated Anonymous Data.