



## BENEFITS TERMS OF SERVICE

If Customer purchases iCOM Works Benefits Products (as detailed in an Order), these additional Benefits Terms of Service (the “**Benefits Terms of Service**”) apply. These Benefits Terms of Service set forth the terms and conditions under which Terryberry will provide the iCOM Works Benefits Products (the “**Benefits Services**”) to Customer in association with the iCOM Benefits Product platform, each Party’s responsibilities hereunder, and the fees related thereto. If there is a conflict between the terms of this Exhibit D and the Master Agreement, this Exhibit D shall govern with respect to the iCOM Works Benefits Products described herein. All capitalized terms not otherwise defined herein shall have the meanings ascribed to them in the Master Agreement. These Benefits Terms of Service and the Master Agreement as it applies to this Exhibit shall be construed to be contracted solely by and between Customer and iCOM Works Limited.

### 1. ACCESS AND USE

- 1.1. **Access and Use.** Subject to payment of all applicable fees set forth in the Order and the terms and conditions of the Master Agreement and this Exhibit, Terryberry grants Customer, during the Subscription Term, a revocable, non-exclusive, non-transferable right to access and use (and permit Authorized Users to access and use) the Benefits Services solely for Customer’s and its Affiliates’ internal business purposes in accordance with this Agreement and in the quantity specified in the applicable Order.
- 1.2. **Access and Use Restrictions.** You shall not, and shall not permit any Authorized Users to, use the Benefits Services for any purposes beyond the scope of the access granted in the General Terms and/or this Exhibit. You shall not at any time, directly or indirectly, and shall not permit any Authorized Users to: (i) copy, modify, or create derivative works of the Benefits Services in whole or in part; (ii) rent, lease, lend, sell, license, sublicense, assign, distribute, publish, transfer, or otherwise make available the Benefits Services except as expressly permitted under the General Terms and/or this Exhibit; (iii) reverse engineer, disassemble, decompile, decode, adapt, or otherwise attempt to derive or gain access to any software component of the Benefits Services, in whole or in part; (iv) remove any proprietary notices from the Benefits Services; (v) use the Benefits Services in any manner or for any purpose that infringes, misappropriates, or otherwise violates any intellectual property right or other right of any person, or that violates any applicable law, regulation, or rule; (vi) interfere with or disrupt the integrity or performance of the Benefits Services; (vii) attempt to gain unauthorized access to the Benefits Services or its related systems or networks, or perform unauthorized penetrating testing on the Benefits Services; (viii) use the Benefits Services to store or transfer defamatory, trade libelous or otherwise unlawful data; (ix) exceed the subscribed quantities, Authorized Users or other entitlement measures of the Subscription Services as set forth in the applicable Order or (x) except as otherwise agreed by the Parties, store in or process with the Benefits Services any personal health data, credit card data, personal financial data or other such sensitive regulated data.
- 1.3. **Use Verification.** During the term of the General Terms and/or this Exhibit, Terryberry will have the right, at its own expense, to monitor the use of the Benefits Services for purposes of measuring and reporting on usage, and Customer will respond to any reasonable inquiries from Terryberry to assess the actual scope of Customer’s use of the Benefits Services.
- 1.4. **Benefits Services Updates.** Customer acknowledges that Terryberry reserves the right at any time, or from time to time, with or without notice, to update, change or remove the content, functionality, or user interface of the Benefits Services at Terryberry’s sole discretion.
- 1.5. **Third-Party Products.** The Benefits Services may permit access to Third-Party Products. For purposes of the General Terms and/or this Exhibit, such Third-Party Products are subject to their own terms and conditions presented to you for acceptance within the Benefits Services by website link or otherwise. If you do not agree to abide by the applicable terms for any such Third-Party Products, then you should not install, access, or use such Third-Party Products.

### 2. TERMINATION AND SUSPENSION

- 2.1. **Termination by Either Party.** In addition to the termination rights set out in [Section 3.2 through 3.5](#) of the General Terms, either Party may immediately terminate the General Terms and/or this Exhibit by giving written notice to the other Party, if:
  - 2.1.1. the other Party suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due or admits inability to pay its debts or is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986 as if the words "it is proved to the satisfaction of the court" did not appear in sections 123(1)(e) or 123(2) of the Insolvency Act 1986;

- 2.1.2. an application is made to court, or an order is made, for the appointment of an administrator, or if a notice of intention to appoint an administrator is given or if an administrator is appointed, over the other Party (being a company);
- 2.1.3. the holder of a qualifying floating charge over the assets of that other Party (being a company) has become entitled to appoint or has appointed an administrative receiver;
- 2.1.4. a person becomes entitled to appoint a receiver over all or any of the assets of the other Party or a receiver is appointed over all or any of the assets of the other Party;
- 2.1.5. a creditor or encumbrancer of the other Party attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, the whole or any part of the other Party's assets and such attachment or process is not discharged within 14 days; or
- 2.1.6. any event occurs, or proceeding is taken, with respect to the other Party in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in clause 14.1(b) to clause 14.1(i) (inclusive);

## 2.2. Suspension.

- 2.2.1. **Suspension Generally.** Terryberry may, on written notice, suspend access to the Benefits Services without liability if: (i) Terryberry reasonably believes that the Benefits Services are being used in violation of the General Terms and/or this Exhibit; (ii) Customer does not cooperate with reasonable investigation by Terryberry of any suspected violation of the General Terms and/or this Exhibit; (iii) the Benefits Services or Customer Data are accessed or manipulated by a third party without consent of either Party; (iv) Terryberry is required by Law to suspend access to the Benefits Services; (v) if any invoiced amounts remain unpaid by Customer for more than ten (10) calendar days past the due date; or (vi) there is another event for which Terryberry reasonably believes that the suspension of access to the Benefits Services is necessary to protect the cloud environment in which Customer's instance of the Benefits Services is deployed.
- 2.2.2. **Suspension for Non-Payment or Material Breach.** Terryberry reserves the right to suspend any applicable Benefits Services or Customer's access to the applicable Benefits Services upon 30 days' written notice to Customer if: (a) an invoice is more than sixty (60) days past due; or (b) if there is an uncured material breach of the General Terms and/or this Exhibit.
- 2.2.3. **Login ID Refusal.** Terryberry reserves the right to refuse registration of, or to cancel, login IDs that it reasonably believes to violate the terms and conditions set forth in the General Terms and/or this Exhibit, in which case Terryberry will promptly inform Customer in writing of such refusal or cancellation.
- 2.2.4. **Excessive Traffic.** In addition to the rights set forth in the General Terms and/or this Exhibit, Terryberry may suspend Customer's access and use of the Benefits Services if there is an unusual and material spike or increase in Customer's use of the Benefits Services and Terryberry reasonably suspects or knows that such traffic or use is fraudulent or materially and negatively impacting the operating capability of the Benefits Services.
- 2.2.5. **Notice.** Terryberry will use commercially reasonable measures to provide notice prior to any suspension if permitted by applicable law or unless Terryberry reasonably believes that providing such notice poses a risk to the security of the Benefits Services.
- 2.2.6. **Reinstatement.** Terryberry will use commercially reasonable measures to promptly reinstate Customer's access to and use of the Benefits Services once the issue has been resolved, provided that if Terryberry already terminated the General Terms and/or this Exhibit for uncured material breach in accordance with the General Terms and/or this Exhibit, Terryberry shall not be obligated to reinstate Customer's access to and use of the Benefits Services.

## 3. CUSTOMER OBLIGATIONS

- 3.1. **User Accounts.** Each Authorized User that accesses the Benefits Services must be issued a separate user account (with a unique ID and password) by Terryberry and/or Customer ("**User Accounts**"). Customer shall ensure that passwords associated with the User Accounts remain confidential and secure and to not allow multiple Authorized Users to utilize the same User Account. Customer shall not provide, or provide access to, a User Account to any third party without prior written consent of Terryberry. If any Authorized User becomes no longer authorized by Customer to have such access to the Benefits Services, then Customer shall immediately notify Terryberry.
- 3.2. **Authorized Users.** Customer is responsible for Authorized Users' compliance with the General Terms and/or this Exhibit and for access to Customer Data (defined below) or the Benefits Services by other persons as a result of Customer's failure to use reasonable precautions to secure its own systems or credentials for access to the Benefits Services. Customer will: (i) use its best efforts to prevent unauthorized access to or use of the Benefits Services and notify Terryberry immediately of any such unauthorized access or use; (ii) cooperate with any reasonable

investigation by Terryberry of any outage, security problem or suspected breach of the General Terms and/or this Exhibit; and (iii) comply with all Terryberry instructions relating to Customer's access to or use of the Benefits Services, including instructions specifying specific windows of time for certain types of Customer Data uploading. Customer shall be responsible for: (a) all acts that occur in connection with its Authorized Users' Benefits Services accounts; (b) assuring that its employees receive adequate disclosures of the terms and conditions governing such its employees' use of Terryberry Benefits Services; and (c) all transmissions initiated by Authorized Users during use of Terryberry Benefits Services. Customer will cause all Authorized Users to comply at all times with the terms and conditions set forth herein and any standard terms and conditions applicable to the use of the Benefits Services that may be made available to Authorized Users from time to time. Customer is responsible and liable for any breach by any Authorized User of any obligation, representation or warranty of Customer in the General Terms and/or this Exhibit or any standard terms and conditions applicable to the use of the Benefits Services.

- 3.3. **Customer Cooperation.** Customer shall cooperate with Terryberry in all matters relating to the Benefits Services.
- 3.4. **Customer Personnel.** Customer shall designate Customer personnel reasonably qualified by experience and expertise to interface with Terryberry personnel and to participate in and perform Customer's obligations hereunder. Customer and its personnel shall, to the extent reasonably practicable, cooperate with Terryberry's reasonable requests for assistance and information in order to facilitate the provision of Terryberry Benefits Services in accordance with the General Terms and/or this Exhibit.
- 3.5. **Customer System.** Customer, at its sole cost and expense, shall be responsible to purchase or otherwise obtain the computer systems, devices, telecommunications network, gateway and internet access equipment and Benefits Services necessary for Customer to access the Benefits Services ("**Customer System**"). Customer is responsible for all maintenance and required upgrades of Customer System.
- 3.6. **Customer Data.** Customer is responsible for providing, in a timely manner, all data and information, including Customer Data, and assistance that Terryberry requires to provide Terryberry Benefits Services. All data, including Customer Data, provided to Terryberry shall be delivered in the agreed format as required in the Order. Customer shall ensure that all provided data and information, including Customer Data, is true, complete and not misleading. Customer acknowledges that the ability of Terryberry to provide Terryberry Benefits Services in accordance with the General Terms and/or this Exhibit, including the agreed pricing and delivery models, are contingent upon the accuracy and completeness of information and data provided by Customer and all Customer Data, as well as Customer's cooperation and timely performance of their obligations.

#### 4. SECURITY AND PROCESSING OF CUSTOMER DATA

- 4.1. **Customer Data Content.** As between Terryberry and Customer, Customer is solely responsible for: (i) the content, quality and accuracy of Customer Data as made available by Customer and by Authorized Users; (ii) providing notice to Authorized Users with regards to how Customer Data will be collected and used for the purpose of the Benefits Services; (iii) ensuring Customer has a valid legal basis for processing Customer Data and for sharing Customer Data with Terryberry (to the extent applicable); and (iv) ensuring that the Customer Data as made available by Customer complies with applicable laws and regulations including Applicable Data Protection Laws.
- 4.2. **Data Protection Laws.** The Parties shall comply with their respective obligations under the Applicable Data Protection Laws. In particular, if Customer is established in the European Economic Area ("**EEA**"), in the United Kingdom ("**UK**") or in California, or will, in connection with the Benefits Services, provide Terryberry with personal data relating to an individual located within the EEA, the UK or California, the Parties shall comply with the terms and conditions of the Terryberry Data Processing Addendum made available to Customer upon request and incorporated herein by reference (the "**DPA**").
- 4.3. **Security of Customer Data.** Terryberry shall: (i) ensure that it has in place appropriate administrative, physical and technical measures designed to protect the security and confidentiality of Customer Data against any accidental or illicit destruction, alteration or unauthorized access or disclosure to third parties; (ii) have measures in place designed to protect the security and confidentiality of Customer Data; and (iii) access and use the Customer Data solely to perform its obligations in accordance with the terms of the General Terms and/or this Exhibit, and as otherwise expressly permitted in the General Terms and/or this Exhibit. Terryberry shall not materially diminish its security controls with respect to Customer Data during a particular Benefits Services term.

#### 5. INTELLECTUAL PROPERTY

##### 5.1. Domain.

- 5.1.1. **Terryberry Obligations.** Terryberry shall acquire, at their own cost, the Domain for the exclusive benefit of the Customer. Upon the expiration of then-current Subscription Term, Terryberry shall take all reasonable steps to formally assign the Domain to the Customer provided that the Customer first: (i) satisfies its obligations with respect to the effects of termination or expiration of the General Terms and/or this Exhibit in accordance with [Section 4.5](#), and (ii) pays to Terryberry sufficient funds for the purposes of Terryberry paying all Nominet UK's costs in relation to such assignment.

**5.1.2. Customer Obligations.** Customer hereby grants to Terryberry a fully-paid up, non-exclusive, non-transferable, royalty-free license to use the Domain for the duration of the Term in connection with the Benefits Services. Customer shall notify Terryberry immediately if it receives any notice that the use of the Customer Marks or any other Customer Data is infringing any rights, including any Intellectual Property rights, of any third party.

**5.2. Trademark.** Customer will furnish Terryberry with all Customer Marks it desires to include in construction of the Site. Customer grants to Terryberry a fully-paid up, non-exclusive, non-transferable, royalty-free license to use the Customer Marks in association with the Benefits Services and all purposes contemplated under the General Terms and/or this Exhibit.

## 6. WARRANTIES

**6.1. Customer Data Security Warranty.** In addition to the warranties set forth in Section 6.2 of the General Terms, and without derogating from Terryberry's obligations under this Exhibit D or the General Terms, Customer warrants that it shall take and maintain appropriate steps within its control to protect the confidentiality, integrity, and security of its Confidential Information and Customer Data, including: (i) operating the Benefits Services in accordance with the Documentation and applicable law and; and (ii) dedicating reasonably adequate personnel and resources to implement and maintain the security controls set forth in the Documentation. Customer will be responsible for the acts and omissions of its Authorized Users.

**6.2. Limited Benefits Services Warranty.** During the applicable Subscription Term, Terryberry warrants that: (a) the Benefits Services will perform in substantial conformity with the Master Agreement and this Exhibit; and (b) Terryberry will use industry standard measures designed to detect viruses, worms, Trojan horses or other unintended malicious or destructive code in the Benefits Services. The foregoing warranties are void if the failure of the Benefits Services has resulted from negligence, error, or misuse of the Benefits Services (including use not in accordance with the Documentation) by Customer, the Authorized User or by anyone other than Terryberry. Customer shall be required to report any breach of warranty to Terryberry within a period of thirty (30) days of the date on which the incident giving rise to the claim occurred. Terryberry's sole and exclusive liability, and Customer's sole and exclusive remedy, for breach of these warranties will be for Terryberry, at its expense, to use reasonable commercial efforts to correct such nonconformity within thirty (30) days of the date that notice of the breach was provided; and, if Terryberry fails to correct the breach within such cure period, Customer may terminate the affected Order and, in such event, Terryberry shall provide Customer with a pro-rata refund of any unused pre-paid fees paid for the period following termination as calculated on a monthly basis for the affected Benefits Services.

## 7. GENERAL PROVISIONS

**7.1. Notice.** The notice address in the Master Agreement shall be replaced with the following address for notice for Terryberry:

To Terryberry: iCOM Works Limited  
8 Ash Tree Court  
Woodsy Close  
Cardiff Gate Business Park  
Cardiff, CF23 8RW

## 8. DEFINITIONS AND INTERPRETATION.

**8.1. Definitions.** Capitalized terms shall have the meaning set forth below. Capitalized terms used but not defined herein shall have the meaning ascribed to them in the Master Agreement. Defined terms stated in the singular may be used in the plural, and vice versa.

**8.1.1. "Applicable Data Protection Laws"** means the EU General Data Protection Regulation (2016/679) ("GDPR"), any applicable laws of EU member states implementing the GDPR (including the UK Data Protection Act 2018), the California Consumer Privacy Act, and other state and federal privacy and data protection laws that are or may in the future be applicable to the General Terms and/or this Exhibit, in each case as amended, consolidated, re-enacted or replaced from time to time and only if and insofar as they apply.

**8.1.2. "Authorized User"** means any individual to whom Customer grants access authorization in compliance with a license to use the Benefits Services that is an employee, agent, contractor or representative of (i) the Customer, (ii) Customer's Affiliates, and/or (iii) Customer's and Customer's Affiliates' Business Partners.

**8.1.3. "Business Partner"** means a legal entity or individual that requires access to the Benefits Services in connection with Customer's internal business operations, including, but not limited to, distributors and/or suppliers of Customer.

**8.1.4. "Domain"** means an Internet electronic addresses, or any uniform resource locator and alphanumeric designations associated therewith registered with or assigned by any domain name registrar, domain

name registry or other domain name registration authority as part of an electronic address on the Internet and all applications for any of the foregoing.

- 8.1.5. **“Go Live Date”** means the date that the Benefits Services shall go live, as set forth in an applicable Order or SOW.
- 8.1.6. **“Nominet UK”** shall mean the official registry of UK domain names.
- 8.1.7. **“Site”** means the website designed and owned by the Supplier for the purpose of providing the Benefits Services pursuant to this Agreement.
- 8.1.8. **“Subscription Term”** means the period of time during which Customer is subscribed to the Benefits Services, as specified in an Order and which shall begin upon delivery of the Benefits Services.
- 8.1.9. **“Third-Party Products”** means any products, content, Benefits Services, information, websites, or other materials that are owned by third parties and are incorporated into or accessible through the Benefits Services.