

7BRIDGES CUSTOMER SUCCESS POLICY

This Customer Success Policy Document (the **Document**) is incorporated into the agreement between **SEVEN BRIDGES LIMITED** (the **Supplier**) and you (the **Customer**) pursuant to the Master SaaS Terms, which can be found here: <https://the7bridges.com/terms/> (the **Agreement**). Capitalised terms used in this Document shall have the same meaning as ascribed to them in the Agreement.

This Customer Success Policy was last updated on 25 March 2020.

1 Definitions and interpretation

1.1 In this Document:

Customer IP	means any Intellectual Property Rights owned or licenced by the Customer;
Customer Success Fee	means any fees payable by the Customer in respect of Customer Success Services and/or any fees identified as such in an Order Form;
Customer Success Services	means any services identified as Customer Success Services in an Order Form;
Customer Success Work	means any and all materials, documents, operating or training manuals, instructions, notes and data in whatever form, including hard copy and electronic form, created or developed by the Supplier in providing the Customer Success Services;
Restricted Period	means the Term and a period of 12 months after its completion, expiry or termination (howsoever caused);
Restricted Person	means any person employed or engaged by the Supplier at any time during the Term in relation to the provision of the Services who has or had material contact or dealings with the Customer;

2 Provision of Customer Success Services

- 2.1 The Supplier will provide the Customer Success Services with reasonable care and skill and in accordance with the terms of this Document and the Agreement.
- 2.2 The Supplier may use another person, firm, company or organisation to perform any administrative, clerical or secretarial functions that are incidental to the provision of the Customer Success Services.
- 2.3 Time shall not be of the essence in respect of any Customer Success Services, including in respect of any delivery dates or deadlines for Customer Success Services specified in an Order Form (**Deadlines**). The Customer acknowledges that any Deadlines are guidelines only and may be subject to change on reasonable notice to the Customer.
- 2.4 During the Term the Customer will afford the Supplier's personnel such access to its premises and to information, records and other materials of the Customer as the Supplier may reasonably require to enable the Supplier to provide the Customer Success Services.

3 Customer Success Fee

- 3.1 In consideration for the Supplier providing the Customer Success Services, the Customer will pay the Supplier the Customer Success Fee.
- 3.2 Subject to clause 8 of the Agreement, the Customer Success Fee shall be paid within 14 days of the date of any Supplier invoice in respect of Customer Success Services (a **Customer Success Invoice**).
- 3.3 If any Customer Success Invoice (or any part of such an invoice) remains unpaid at the due date for payment, such invoice will bear interest at a rate of 8% per annum above the base rate of Barclays

7BRIDGES CUSTOMER SUCCESS POLICY

Bank plc from time to time, from the date after the due date for payment up to (and including) the date of payment of the relevant Customer Success Invoice in full.

- 3.4 Acceptance of the Customer Success Fee by the Supplier shall be without prejudice to any claims or rights which the Supplier may have against the Customer and shall not constitute any admission by the Supplier under the Agreement.

4 Intellectual Property

- 4.1 Subject to clause 4.3 below and the payment of the Customer Success Fee by the Customer, the Supplier hereby grants to the Customer a non-exclusive, worldwide, perpetual, royalty-free licence by all means and in any media to use the Customer Success Work solely to the extent necessary for the Customer's use the Services and for the Customer's internal business purposes for the duration of the Term.
- 4.2 The Customer hereby grants to the Supplier a non-exclusive, limited, non-transferable, worldwide, royalty free licence, by all means and in any media to use the relevant Customer IP for the duration of and to the extent necessary to allow the Supplier to perform its obligations in accordance with the Agreement.
- 4.3 Notwithstanding the foregoing provisions of this clause 4, the Supplier reserves the right to use in any way it thinks fit any programming tools, skill and techniques acquired or used by it in the performance of the Customer Success Services provided that in doing so it does not disclose any Confidential Information of the Customer.

5 Non-solicitation

- 5.1 In order to protect the legitimate business interests of the Supplier, during the Restricted Period the Customer shall not, either directly or indirectly, by or through itself, its affiliate, its agent or otherwise, or in conjunction with its affiliate, its agent or otherwise, whether for its own benefit or for the benefit of any other person:
- 5.1.1 solicit, entice or induce, or endeavour to solicit, entice or induce, any Restricted Person of the Supplier with a view to employing or engaging that Restricted Person; or
 - 5.1.2 employ or engage, or offer to employ or engage a Restricted Person of the other party.