

**APPENDIX G**

**GEARSET MASTER SERVICES AGREEMENT (MSA)**

**AND**

**GEARSET LIMITED PRIVACY POLICY**



## MASTER SERVICES AGREEMENT

Any use of the Software and any other Services is subject to the terms of this Master Services Agreement (“**Agreement**”, “**MSA**”). This is version v1202502, which is effective from February 3, 2025.

By using the Services, or by signing or accepting an Order Form, the Customer confirms that it accepts and agrees to be legally bound by all terms and conditions of this Agreement. Please read the full Agreement carefully. If these terms are not accepted, the Customer must not use the Services.

### TERMS AND CONDITIONS:

#### 1 **Definitions and Interpretation**

1.1 In this Agreement (except where the context otherwise requires) the following words and phrases shall have the following meanings:

“**Affiliate**” means any entity that directly or indirectly controls, is controlled by, or is under common control with the subject entity; for purposes of this definition, “**control**” means direct or indirect ownership or control of more than 50% of the voting interests of the subject entity or the ability to control the subject entity through the appointment or removal of directors or trustees of the subject entity;

“**Authorised User**” means those employees, agents, Affiliates, employees of Affiliates and independent contractors of the Customer who are authorised by the Customer to access and use the Services and Documentation under a Subscription;

“**Claim**” means any judicial, administrative, or arbitral act, suit, claim, investigation or proceeding;

“**Confidential Information**” means any commercial, technical, financial or other information (of whatever nature and in whatever form) disclosed (whether directly or indirectly) by one party to the other, or which relates to a party and is discovered or otherwise obtained by the other party, which is designated by the Disclosing Party as Confidential Information or which, due to its nature or the nature of its disclosure, ought reasonably be considered to be confidential. Confidential Information shall not include any information (a) which the Receiving Party can demonstrate was known to the Receiving Party prior to the date of disclosure by the Disclosing Party without any obligation of confidence; or (b) which is public knowledge, or becomes public knowledge in the future, other than by breach of this Agreement by the Receiving Party; or (c) which is lawfully disclosed to the Receiving Party by a third party which does not owe any duty of confidence to the Disclosing Party or to any third party in respect of such information; or (d) which is independently developed by the Receiving Party without use of or reference to the Confidential Information. The Software, the source code of the Software, the Documentation, any information provided in relation to the Subscription (including pricing) and the Services, and the results of any performance tests of the Services shall constitute Gearset’s Confidential Information; and Customer Data shall constitute the Customer’s Confidential Information;

“**Customer**” means, whether the Subscription is obtained directly from Gearset or through a Reseller, (a) where an individual purchases a Subscription for business use, that individual’s employer or the company on whose behalf the Subscription is purchased (and Gearset will assume that such individual has the authority to purchase on behalf of their employer or such company); or (b) where an entity or organisation purchases a Subscription for use by its employees, agents, Affiliates, employees of Affiliates and independent contractors, that entity or organisation (and such entity or organisation shall be responsible for all use by its Authorised Users of the Subscription);

“**Customer Data**” means the electronic data and information (including any login credentials) input into the Software by or for the Customer whether directly or through any Integrated Third-Party Services, and any modifications to that data and information generated for Customer through Customer’s use of the Services;

“**Disclosing Party**” means the party disclosing Confidential Information, on whose behalf the Confidential Information is disclosed, or to whom the Confidential Information relates;

“**Documentation**” means the documentation made available to Customer by Gearset from time to time (including, but not exclusively, via the Gearset Website), which sets out a description of the Services and the user instructions for the Services;

“**Effective Date**” means the date on which the Customer first used or uses the Services (including during any Evaluation Period), or the Activation Date stated on the applicable Order Form, whichever is earlier;



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“**Evaluation Period**” has the meaning given to it in clause 2.1;

“**Free Version**” means any Subscription for, access to or enjoyment of the Services, for which no Subscription Fee is payable by the Customer, except during the Evaluation Period;

“**Gearset**” means Gearset Limited, a company registered in England with company number 10345423 and whose registered office is at 26 Science Park Milton Road, Cambridge, England, CB4 0FP;

“**Gearset Website**” means Gearset’s website at [www.gearset.com](http://www.gearset.com), or such other domain name as Gearset shall use from time to time to display its primary website;

“**Integrated Third-Party Services**” means any of Customer’s third-party services (such as Salesforce and any source control or issue tracking services) integrated by Customer into the Software;

“**Intellectual Property Rights**” means patents, registered designs, registered trade and service marks, registered copyright and modifications to and applications for any of the foregoing and the right to apply for protection for such registered rights anywhere in the world and inventions, discoveries, copyright, database rights, unregistered trade or service marks, brand names or know-how and any similar or equivalent rights whether capable of registration or not arising, applied for or granted under the laws of any country;

“**Order Form**” means an ordering document, invoice, or online order issued by Gearset specifying the Services subscribed for by Customer, which is agreed between Customer and Gearset, including any addenda and supplements thereto;

“**Pilots**” means certain features, functionality, technology or software products made available to Customer by Gearset which (i) are not yet made generally available to its customers except as part of a pilot program; and(ii) which are designated as a pilot, beta, preview or under a similar description, and includes any Documentation and Support Services in relation thereto;

“**Personal Data**” means any information relating to an identified or identifiable natural person;

“**Receiving Party**” means the party receiving or otherwise obtaining (or whose Representatives receive or otherwise obtain) Confidential Information relating to the other party;

“**Renewal**” means a renewal of the Subscription for the same duration as the Initial Subscription Period (the Renewal Period) at the end of the Initial Subscription Period and any subsequent Renewal Period;

“**Representatives**” in respect of each party means their officers, agents, employees, executives, attorneys, accountants, Affiliates, sub-contractors, and auditors;

“**Reseller**” means any third party who purchases Subscriptions from Gearset to sell on to Customer, as may be authorised by Gearset from time to time;

“**Services**” means access to and use of the Software, the Support Services, and any other services provided by Gearset (including any Pilots or Free Version), as subscribed for or otherwise used by Customer in accordance with the terms of this Agreement, as more particularly described in the Documentation;

“**Software**” means the online software-as-a-service solution(s) provided by Gearset, including any updates, upgrades and patches released for them by Gearset;

“**Subscription**” means a subscription for Services as subscribed for by Customer (whether directly or through a Reseller) in accordance with the terms of this Agreement;

“**Subscription Fee**” means the fee payable by the Customer under this Agreement (excluding VAT and all other relevant taxes), as detailed by Gearset or Reseller (as the case may be) from time to time including through their respective websites, calculated in accordance with the duration of the Subscription Period, the Services subscribed for, and number of User Licences;

“**Subscription Period**” means the period of time for which a Subscription is valid, determined by the number of months/years selected by the Customer when purchasing the Subscription (the “**Initial Subscription Period**”), and as may be extended by any Renewal agreed by Customer;

“**Subscription Start Date**” means the date the Customer purchases a Subscription or the start date of the Subscription specified in the applicable Order Form, if different;

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“**Support Services**” means the support services provided by Gearset, as set out from time to time on the Gearset Website;

“**Third-Party Components**” means components owned by third parties which are used in the Services;

“**User Data**” means data and information relating to Authorised Users obtained by Gearset through the Services, e.g. name, address, IP address, and other contact information provided by or for Authorised Users when creating a Gearset account, and information relating to Authorised Users’ hardware and software such as browser type, domain names, access times, and referring website addresses;

“**User Licence**” means the licences of the type and quantity subscribed for by the Customer which entitle Authorised Users to access and use the Services and the Documentation pursuant to a Subscription;

“**Virus**” means anything or any 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;

“**Working Days**” means Monday to Friday, excluding bank and public holidays in England; and

“**Working Hours**” means 8am to 2am UK time on Working Days.

## **2** OMITTED

## **3** Gearset Responsibilities

- 3.1 **Provision of Purchased Subscription.** In consideration of payment of the Subscription Fee, as specified in the applicable Order Form, Gearset grants to the Customer a non-exclusive, non-transferable right to permit the Authorised Users to access and use the Documentation and the Services during the Subscription Period only in accordance with this Agreement.
- 3.2 **Provision of Services.** During the Subscription Period, Gearset will provide the Services and make available the Documentation to the Customer in accordance with and subject to the terms of this Agreement. In providing the Services, Gearset shall:
- 3.2.1 use best efforts to make the Software available 24 hours a day, 7 days a week, except for (i) scheduled maintenance (of which Gearset shall give advance electronic warning), and (ii) any unavailability (including unplanned maintenance) caused by circumstances beyond Gearset’s reasonable control; and
- 3.2.2 provide Support Services to Customer with reasonable skill and care, and use best efforts (i) to make the Support Services available during Working Hours and (ii) to respond to all support requests within 1 Working Day.
- 3.3 **Protection of Customer Data.** Gearset will maintain appropriate administrative, physical, and technical safeguards for protection of the security, confidentiality and integrity of Customer Data, as described on the Gearset Website. Those safeguards will include, but will not be limited to: (i) measures designed to prevent unauthorized access to or disclosure of Customer Data (other than by Customer or Authorised Users), (ii) implementing and maintaining systems and procedures for detecting, preventing and responding to attacks, intrusions, or other systems failures and regularly testing or otherwise monitoring the effectiveness of such systems, and procedures (i.e. vulnerability scans and penetration tests), and (iii) identifying internal and external risks and assessing the sufficiency of any systems and procedures in place to control these risks. Gearset shall not materially decrease the overall security of the Services during any Subscription Period.
- 3.4 **Processing of Personal Data.** To the extent that Customer Data includes Personal Data, Gearset processes that Personal Data on behalf of Customer. For all other Personal Data (including User Data), Gearset determines the means and purpose of such processing, and processes that Personal Data in accordance with the terms and conditions of the privacy notice on the Gearset Website (
- 3.5 **Export Control.** Gearset does not provide any items that require an export licence for export control purposes (e.g. items on the U.S. Commerce Control List). In the event of any changes, Gearset shall provide Customer

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with all relevant information (e.g. the Export Control Classification Number). In the event that such change prevents the provision or procurement of the Services, the provisions of clause 6.4 shall apply and shall be Customer's sole remedy.

### **4 Use of Services and Documentation, Customer Responsibilities, Pilots**

- 4.1 **Usage Restrictions.** The Customer shall: (i) only use the Services for its internal business purposes and in accordance with the terms and conditions of this Agreement and the applicable Documentation; (ii) not reproduce, modify, adapt, merge, translate, disassemble, decompile, recompile or reverse engineer the Software or create derivative works based on the whole of or any part of the Software or the Documentation or incorporate the Software into any other program or use any Integrated Third-Party Service not supported by Gearset; (iii) not access all or any part of the Services or Documentation in order to build a product or service which competes with the Services; (iv) not license, sell, rent, lease, transfer, assign, distribute, display, disclose, or otherwise commercially exploit, or otherwise make the Services or Documentation available to any third party except the Authorised Users; (v) not attempt to obtain, or assist third parties in obtaining, access to the Services or Documentation, other than as provided under this clause 4; and (vi) use all reasonable endeavours to prevent any unauthorized access to, or use of, the Services or Documentation and, in the event of any such unauthorized access or use, promptly notify Gearset.
- 4.2 **Authorised Users.** In relation to the Authorised Users, the Customer undertakes that: (i) the maximum number of Authorised Users that it authorises to access and use the Services shall not exceed the number of User Licences it has purchased; (ii) it will not allow or suffer any User Licence to be used by more than one individual Authorised User unless it has been reassigned in its entirety to another individual Authorised User, in which case the prior Authorised User shall no longer have any right to access or use the Services (including under a subsequent reassignment) without the written permission of Gearset; and (iii) it will ensure that all Authorised Users keep their login credentials confidential, shall be primarily responsible for any activity carried out using those login credentials and shall notify Gearset of any unauthorised access to the Services using those login credentials.
- 4.3 **Customer Responsibilities.** The Customer shall make best efforts to ensure that Customer and Authorised Users do not distribute or transmit any Viruses into or via the Software. The Customer shall not, and shall ensure that Authorised users do not: (i) interfere or attempt to interfere with Gearset's network or the provision of services to any of the Gearset's other customers including, without limitation, mail bombing, flooding, deliberate attempts to overload a system and broadcast attacks; (ii) attempt to probe, scan, penetrate or test the vulnerability of Gearset's systems or network; (iii) access the Services and Documentation in an unauthorized manner, including any attempt to breach Gearset's security or authentication measures; or (iv) publish, store, distribute or transmit any material during the course of its use of the Services that is unlawful or otherwise illegal, causes damage or injury to any person or property, or violates the rights of any third party.
- 4.4 **Customer Obligations.** The Customer shall: (i) cooperate with Gearset in good faith in relation to this Agreement; (ii) comply with all applicable laws and regulations with respect to its activities under this Agreement; (iii) ensure that the Authorised Users use the Services and Documentation in accordance with the terms and conditions of this Agreement; (iv) be responsible for any acts or omissions (A) of any Authorised User, or (B) resultant from access to the Services in breach of the provisions of clause 4.2, which, in either case, would constitute a breach of this Agreement if they were an act or omission of Customer.
- 4.5 **Suspension.** To the extent and only for so long as Gearset believes it to be reasonably necessary, Gearset may suspend the Subscription and access to the Services if: (i) it identifies an attack on the Customer's account, or any attempt to access or manipulate the Customer's account by a third party without the Customer's consent; (ii) Gearset reasonably believes suspension of the Subscription (or any part of it) is necessary to protect Gearset's network or its other customers' use of the Software or Support Services or to limit its or the Customer's potential liability in the event of any unlawful or suspected unlawful activity by any user of the Customer's Subscription (whether or not an Authorised User) or any third-party claim against Gearset or Customer; or (iii) Gearset is required by law or by a regulatory or government body to suspend the Customer's access to the Subscription (or any part of it). Gearset reserves the right, to disable the Customer's access to any material that breaches the provisions of clause 4.3 and/or to suspend the access of any Authorised User who causes the Customer to breach the provisions of clauses 4.1 and/or 4.2 and/or 4.3. Gearset will inform Customer of any suspension (including the reasoning), and to restore access, as soon as possible.

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4.6 **OMITTED**

5 **OMITTED**

6 **OMITTED**

7 **OMITTED**

8 **Intellectual Property Rights**

8.1 **Reservation of Rights.** Subject to the limited rights expressly granted hereunder, Gearset and its licensors reserve all right, title and interest in and relating to the Services, including all of their related Intellectual Property Rights. No rights are granted to Customer hereunder other than as expressly set forth herein.

8.2 **Customer Data.** 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. The Customer hereby grants to Gearset a non-exclusive, sub-licensable license to use, store, edit, reproduce, modify and copy the Customer Data solely as necessary for Gearset to provide the Services.

8.3 **OMITTED**

9 **Warranties**

9.1 **Gearset Warranties.** Subject to the provisions of clause 9.2, Gearset warrants that (i) the Services will be provided, in all material respects, in accordance with the relevant Documentation (ii) the use of the Services and Documentation in accordance with the terms of this Agreement will not knowingly infringe the Intellectual Property Rights of any third party; (iii) it owns or otherwise has sufficient rights in the Services and Documentation to grant to Customer the rights granted herein; (iv) it has all rights, permits, licenses, qualifications and consents necessary to perform its obligations hereunder; (v) it will perform its obligations under this Agreement in a professional and workmanlike manner in accordance with generally accepted industry standards and all laws and regulations applicable to Gearset; and (vi) it shall implement reasonable measures in accordance with good industry practice to seek to prevent the introduction of any Virus into the Software.

9.2 **Limits of Warranties.** Gearset: (i) does not warrant that the Customer's use of the Services will be uninterrupted or error-free, that the Services and/or the results achieved by the Customer through the use of the Services will meet the Customer's requirements, or that Customer's use of the Services will comply with Customer's own obligations under the laws and regulations applicable to Customer (Gearset instead offers a free Evaluation Period, as set out in clause 2, for the Customer to assess the suitability of the Services for its needs); (ii) is not responsible for any delays, delivery failures, or any other loss or damage resulting from the transfer of data over communications networks and facilities, including the internet, and the Customer acknowledges that the Services may be subject to limitations, delays and other problems inherent in the use of such communications facilities.

9.3 **Exclusion of Warranties.** Gearset does not provide any representation, guarantee or warranty of any kind (whether express or implied) in relation to Customer's use of (a) any Services during the Evaluation Period, (b) any Pilot, (c) any Integrated Third-Party Service, or (d) any use of the Services other than in accordance with the terms and conditions of this Agreement, and in each case (a to d) all other terms, conditions, representations and warranties expressed or implied whether by statute or otherwise are hereby expressly excluded.

9.4 **Disclaimers.** EXCEPT AS EXPRESSLY SET OUT IN THIS AGREEMENT, THE SERVICES ARE PROVIDED "AS IS", AND ALL CONDITIONS, REPRESENTATIONS, WARRANTIES, TERMS AND UNDERTAKINGS, EXPRESS OR IMPLIED, WHETHER BY STATUTE, COMMON LAW, TRADE PRACTICE, CUSTOM, COURSE OF DEALING OR OTHERWISE (INCLUDING WITHOUT LIMITATION AS TO QUALITY, PERFORMANCE OR FITNESS OR SUITABILITY FOR PURPOSE OR NON-INFRINGEMENT) IN RESPECT OF THE SERVICES ARE HEREBY EXCLUDED TO THE FULLEST EXTENT PERMISSIBLE BY LAW.

10 **Third-Party Claims**

10.1 **Indemnification by Gearset.** Subject to clauses 10.2, 10.3 and 11.2, Gearset will defend Customer against, and indemnify Customer against any damages that are finally awarded by a court of competent jurisdiction to be paid as a result of, any Claim made, threatened or brought against Customer alleging that the Intellectual Property Rights of a third party have been infringed by virtue of: (i) Customer's use of the Services in accordance

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with the terms of this Agreement; or (ii) Gearset's use of Third-Party Components (each a "**Claim Against Customer**").

- 10.2 Resolving Claims.** In the event of a Claim Against Customer, Gearset shall have the right in its absolute discretion and at its own expense: (i) to procure the right for the Customer to continue using the Services in accordance with the terms of this Agreement; (ii) to make such alterations, modifications or adjustments to the Services so that they become non-infringing; or (iii) to replace the Services with non-infringing services, in each case provided that there is no material decrease in the scope or functionality of the Services. If Gearset is unable to resolve a Claim Against Customer by taking one of the actions under this clause 10.2, Gearset shall have the right to terminate this Agreement upon repayment to the Customer of the Subscription Fee for Services paid for but not yet rendered as of the effective date of termination on a pro rata basis and, together with the indemnity granted in clause 10.1 above, such right shall be the Customer's sole and exclusive remedy under this Agreement in respect of any such Claim Against Customer.
- 10.3** OMITTED
- 10.4** OMITTED
- 10.5** OMITTED
- 10.6** OMITTED
- 11** OMITTED.
- 12** General Provisions
- 12.1** OMITTED
- 12.2** OMITTED
- 12.3 Relationship of the Parties.** This Agreement does not create a partnership, franchise, joint venture, agency, fiduciary or employment relationship between the parties.
- 12.4** OMITTED
- 12.5 Assignment.** The Customer may not assign this Agreement nor any of its rights or obligations hereunder without the prior written consent of Gearset, which shall not be unreasonably withheld or delayed.
- 12.6 Third Party Beneficiaries.** The Contracts (Rights of Third Parties) Act 1999 shall not apply to this Agreement, and nothing in this Agreement shall confer or purport to confer on any third party any benefit or any right to enforce any term of this Agreement or operate to give any third party the right to enforce any term of this Agreement.
- 12.7 Anti-corruption.** Each party shall: (i) comply with all applicable laws, statutes, regulations and codes relating to anti-bribery and anti-corruption, including, but not limited to, the UK Bribery Act 2010; (ii) have and maintain in place throughout the Subscription Period its own policies and procedures designed to ensure compliance with anti-bribery and anti-corruption laws, as appropriate; and (iii) promptly report to the other party any request or demand for any undue financial or other advantage of any kind made or received by it in connection with the performance of this Agreement.
- 12.8 Severability.** If any provision of this Agreement shall be held to be unlawful, invalid or unenforceable, in whole or in part, under any enactment or rule of law, such provision or part shall to that extent be severed from this Agreement and rendered ineffective as far as possible without modifying or affecting the legality, validity or enforceability of the remaining provisions of this Agreement which will remain in full force and effect.
- 12.9 Notices.** Any notice to be given under this Agreement shall be in writing. Notices for Gearset shall be sent by post to Gearset's registered office address from time to time, with a copy sent by email to legal@gearset.com. Notices for the Customer shall be sent either by email or by post to any address that may have been provided by the Customer to Gearset. For the purposes of this clause, "post" shall mean registered post with guaranteed next day delivery, for post within the UK only, or an overnight service from an internationally recognised courier service, for international post. Any such notice or other document shall be deemed to have been served: if delivered by email - 24 hours after delivery; and if sent by post - upon the expiration of two (2) Working Days after posting or collection by the courier.



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12.10 OMITTED

# GEARSET LIMITED PRIVACY POLICY

We respect your privacy. All personal data or personal information (referred to in this policy as “personal data”) you give us is held with the utmost care and security.

This Privacy Policy sets out our privacy practices and tells you how your personal data will be treated by us. We do not sell, rent or loan any personal data to any third party. Only in the circumstances described within this Privacy Policy would we share your information with any third party.

Please take time to review this Privacy Policy. Any questions regarding this Privacy Policy should be directed to [privacy@gearset.com](mailto:privacy@gearset.com).

## How we use your information

We are committed to protecting your privacy. This Privacy Policy sets out what data we collect, and how we use it – whether you’re visiting our websites, using our products and services, working with any of our teams, meeting us at events or applying for a role with us. It also describes your rights regarding our use of your data.

## Visiting our websites

When you visit our websites, we collect standard internet log information and details of visitor behavior patterns, including through the use of third-party analytics services (such as Google Analytics). We collect this data, with your consent where required, to understand how people are using our websites, to manage their operation and to diagnose any problems.

We also use cookies to help us identify visitors to our websites to improve the way we offer our products and services. More information on how we use cookies is set out in the Cookies section below.

Our websites are not intended to be used by children under 16 years of age and we do not knowingly collect personal information from children.

## Using Gearset

### Account Creation

When you create your Gearset account (or an account is created for you) we will collect information including your name, email address, company name and address. We collect this in order to maintain our relationship with you and to provide you with access to our services.

### Using Gearset

When you use Gearset (via [app.gearset.com](http://app.gearset.com)) we collect specific data from you:

- **Service Data** – We collect Service Data, which records certain ‘in-product’ actions and activities such as ‘run a comparison’, ‘link a source control repository’, and ‘create change monitor job’. This may include the login credentials or email address associated with the account you are logging in with, but does not include and is not derived from any of your Salesforce data.
- **Device Data** – We collect information that your browser transmits to us about your computer, such as operating system, region, language, time zone, and browser version.
- **Error reports** – If you experience problems with our services we may collect data about the services and any problems you experience with them. This data helps us improve our software and services, to diagnose problems in the services you use, and provide solutions. Depending on your account settings, error reports can include data such as the type or severity of the problem, details of the software or hardware related to an error, contents of files you were using when an error occurred and the current state of the software.

We use this information, because it is in our legitimate interests, to:

- measure how many people are using features within our services;
- measure the success of our sales, marketing and onboarding processes;
- guide product development decisions and improve our services;
- understand the environments in which our services are used (for example the browser used, screen resolution); and/or
- assist you in your evaluation, purchasing, and renewal of our services.

### Signing in using Open Authorisation (OAuth)

You have the option of signing into Gearset using your Salesforce, Google or LinkedIn account, via the secure OAuth method. When you do this, we will have access to the following information from your linked account:

- Basic profile information
- Social login information

Of the information provided, we will only store your account ID (from your Salesforce, Google or LinkedIn account), name and email address. This information is used to administer the provision and management of your Gearset account. As we use OAuth, we will not have access to, or store, your linked account passwords. If you wish to remove the OAuth link between your Gearset and external accounts, you can do this at any point from within Salesforce, LinkedIn or Google.

Pilots - OMITTED

### **Third-parties and their sites**

Some of our services, such as payment processing, support ticketing, and calendar scheduling are provided by or in conjunction with our (third-party) business providers. In such cases, we may need to share your personal data with them in order to provide these services. In this instance, please note that certain services may be unavailable if you do not want to disclose the personal data you are asked for.

Where our services make use of hosted tools, hosted data storage and payment services provided by third parties any of your personal data stored by such third parties shall be subject to their privacy provisions.

We will not sell any data regarding your use of our services, except as part of a reorganization or a sale of the assets of Gearset Limited, in which case we will ensure that your privacy continues to be protected.

## **Sales, Support and Marketing**

### **Connecting with our sales or support teams**

If you engage with our sales or support teams (whether through our websites, by email, or through any other means), we may ask you to provide your name, email address, telephone number, company name and role because it is in our legitimate interests to collect this data to help us assist you. We may share this with our development teams to enable them to reproduce and fix product issues.

Gearset also includes live chat as a feedback and support mechanism. If you're signed in, we'll see your name and email address when you chat to us. Any information you send to us in the chat session will be shared with our product development and support teams.

Events (in person and online) - OMITTED

### **Contacting us via social media**

We maintain a presence on a number of social media platforms, including X (f.k.a. Twitter), Facebook, LinkedIn, and YouTube. We manage your interactions with us using Hootsuite as well as using social media platforms directly. If you send us a message via social media, we may include this in our CRM systems. We use your data in this way because it is in our legitimate interest to ensure we can properly respond to your query.

### **Gated content**

We provide access to a lot of information through our websites. In order to provide you with access to some content, we may ask you to provide your name, email address, telephone number, company name and role because it is in our legitimate interests to collect this data to help us assist you

## Participation in Surveys, Promotions

If you choose to take part in any of our online surveys or promotions we may collect your name, address, email address, telephone number, company name and role, and any other information that is relevant to the survey or promotion. We will use this information under our legitimate interests to administer the promotion, help us to plan other promotions and improve the services we provide.

## Marketing communications

We may use the personal data that you provide in order to send you additional information that we reasonably believe will be relevant to you based on the context in which we obtained the personal data (such as marketing information, product recommendations and other non-transactional communications), either because it is in our legitimate interests to use this data to provide you with direct marketing, or because you have provided your consent. You can unsubscribe from our marketing emails at any time, either through the link in the emails, or by emailing [privacy@gearset.com](mailto:privacy@gearset.com). Please note that unsubscribing from marketing emails will not prevent you from receiving important business communications from us relating to our current relationship e.g. service emails, security announcements, and communications relating to your subscription(s).

## Recruitment - OMITTED

## Other Communications

## Market Research - OMITTED

## DevOps Launchpad - OMITTED

## Call/video recording

We record some calls (including video calls) for training and quality purposes to help us evaluate our performance and better understand the needs of our customers. In particular, to help us to better understand and improve how we work with our customers, we use a third party AI system to review our call recordings to provide us with insights for customer service development and quality assurance. For example, the system will help identify patterns or highlight areas where our interactions with you can improve and how we can best enhance our service for you.

We rely on legitimate interests to record and review these calls. We'll let you know we're recording the call at the start and give you the option to opt-out on call.

## Cookies

Cookies are very small text files saved to your computer used to track user navigation around a website. We use session cookies when users visit our websites, to identify unique users to our websites and services. Depending on which of our websites you are visiting, we use slightly different cookies.

Users have the ability to accept or disable cookies by modifying the settings in their browser. Disabling cookies, however, may mean that some functionality may be affected.

Some internet browsers have "Do Not Track" or "DNT" features which, when turned on, send a signal to the website that the individual visiting the website does not wish to be tracked. Our websites do not honor DNT signals, but you can set your browser settings to restrict the placement of cookies as described above.

### Essential Cookies

We use essential cookies to distinguish you from other users of our websites. This helps us to provide you with a good experience when you use our websites. We are permitted to place these cookies without your prior consent, but you can block all cookies, including essential cookies by changing your browser settings. Please note if you block all cookies, you might not be able to use all parts of our websites.

### Non-Essential Cookies

We use tracking cookies to track your movement within our websites, and your engagement with our other services such as blogs and email links. You'll receive this type of cookie when you visit one of our websites but the information it collects will remain anonymous until you share your email address with us through one of our websites. Where consent is legally required, we will only use (and store) non-essential cookies if you provide your consent.

More information on the specific cookies that we use can be found on each of our websites.

## Other Information

### Disclosures

Other than the disclosures referred to in this policy, we will not disclose any personal data without your permission unless we are legally obliged to do so (for example, if required to do so by Court order or for the purposes of identifying fraud or other crime).

We will only disclose your personal data to a third party either as part of a reorganization or a sale of the assets of Gearset and/or having ensured that steps have been taken to ensure that your privacy rights continue to be protected.

### Retention period

We may keep your personal data for as long as necessary to complete the original purpose for which we collected it, or for as long as necessary to fulfil our legal obligations.

### Keeping our records accurate

We aim to keep our information about you as accurate as possible. If you would like to review or change the details you have supplied us with, please contact us as set out below.

### Transfer of your personal data outside of the United Kingdom and/or European Economic Area - OMITTED

### Use of Artificial Intelligence - OMITTED

## Your rights

You have rights as an individual which you can exercise in relation to the information we hold about you, including the right to:

- **access** to your personal data;
- **correct** incomplete or inaccurate data we hold about you;
- ask us to **erase** the personal data we hold about you;
- ask us to **restrict** our handling of your personal data;
- ask us to **transfer** your personal data to a third party;
- **object** to how we are using your personal data; and
- **withdraw** your consent to us handling your personal data.

If you would like to exercise any of these rights, please contact us at [privacy@gearset.com](mailto:privacy@gearset.com).

### Security and reporting issues

We have implemented technology and policies to help safeguard your privacy from unauthorized access and improper use. For example, transactions conducted through our websites are encrypted. We will continue to monitor and update security measures as new technology becomes available as appropriate to our websites.

If you become aware of a security vulnerability in any of our products, services or websites, contact [security@gearset.com](mailto:security@gearset.com).

We encourage the responsible disclosure of security issues, and will act quickly on any vulnerabilities reported. We will not take legal action against you if you:

- provide us with the information needed to reproduce and validate the vulnerability;
- avoid violating the privacy of our customers, staff and other users;
- avoid the destruction of data, or degradation of our services;
- do not modify or access data that is not your own; and
- give us a reasonable time to address the issue before making any information public.

### Complaints and queries

We strive to meet the highest standards when collecting and using personal data. We take complaints very seriously. If you feel our collection or use of information is unfair, misleading or inappropriate, we encourage you to bring this to our attention. We also welcome any suggestions for improving our procedures.

If you have any questions regarding this policy, or want to make a complaint about the way we've handled your personal data, email us at [privacy@gearset.com](mailto:privacy@gearset.com) or contact us at Gearset Limited, 26 Cambridge Science Park, Milton Road, Cambridge, CB4 0FP, UK.

We have appointed a representative in the EU. You can contact them by post at Taylor Vinters Europe Limited (685267) with registered office at Clifton House, Fitzwilliam Street Lower, Dublin, Dublin, D02 Xt91, Ireland, or by email at [representative@taylorvinters.com](mailto:representative@taylorvinters.com)

You can also complain to the ICO if you are unhappy with how we have used your data.

The ICO's address:

Information Commissioner's Office  
Wycliffe House  
Water Lane  
Wilmslow  
Cheshire  
SK9 5AF  
Helpline number: 0303 123 1113  
ICO website: <https://www.ico.org.uk>

### **Questions about data privacy**

Gearset Limited is the data controller for the personal data that you provide unless otherwise stated. If you have any queries about the process or how we handle your information, contact [privacy@gearset.com](mailto:privacy@gearset.com).

### **Changes to this Privacy Policy**

If we decide to change our Privacy Policy, we will post the updated terms on this page so that you are always aware of what information we collect, how we use it, and under what circumstances we would disclose it. This policy was last updated on 12th August 2024.