

Software as a Service Contract

THIS AGREEMENT is made on the [REDACTED] ("**the Contract Date**")

BETWEEN

(1) **MATRIX BOOKING LIMITED** (Company registered number 12634713) whose principal office is at 18 Soho Square, London, W1D 3QL ("**Matrix**"); and

(2) [REDACTED] ("**Customer**").

BACKGROUND

(A) Matrix has developed a cloud-based booking system known as Matrix Booking, which it makes available to customers on a Software as a Service (SaaS) basis.

(B) The Customer wishes to use Matrix Booking.

(C) Matrix has agreed to provide access to Matrix Booking, and the Customer has agreed to take and pay for access and use of Matrix Booking, subject to the terms and conditions of this Agreement.

IT IS AGREED AS FOLLOWS:

1. INTERPRETATION

1.1 In this Agreement: "**Agreement**" means this Agreement, consisting of these terms and conditions and the Schedules

"**Authorised Users**" means those employees, agents and independent contractors of the Customer who are authorised by the Customer to use the Services, Software and the Documentation.

"**Business Day**" means any day which is not a Saturday, Sunday or public holiday in England and Wales.

"**Change of Control**" means the direct or indirect acquisition of either the majority of the voting stock, or of all, or substantially all, of the assets, of a party by another entity in a single transaction or a series of transactions.

"**Charges**" means the charges payable by the Customer for the Services, as set out in Schedule 1 (Order).

"**Confidential Information**" means information that is either clearly labelled as confidential, is manifestly of a confidential nature or would appear to a reasonable person to be confidential, and

shall be deemed to include all Customer Data.

"Customer Data" means the data inputted to Matrix Booking by the Customer or its Authorised Users, or by Matrix on the Customer's behalf for the purpose of facilitating the Customer's use of Matrix Booking.

"Data Protection Laws" means the General Data Protection Regulation ((EU) 2016/679) and the Directive on Privacy and Electronic Communications 2002/58/EC and any national data protection laws and regulations enacted under those laws or otherwise (including the Data Protection Act 2018 and Privacy and Electronic Communications Regulations 2003) and any successor laws and regulations as amended from time to time and any and all other applicable laws relating to processing of personal data and privacy that may exist in any relevant jurisdiction.

"Documentation" means the documentation provided by Matrix to the Customer during the implementation or provision of the Services.

"Force Majeure Event" means any act, event, omission or accident beyond the reasonable control of a party, including strikes, lock-outs or other industrial disputes (whether involving the workforce of that party or any other person), failure of a utility service or transport or telecommunications network, act of God, pandemic, war, riot, civil commotion, malicious or criminal acts or damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood or storm.

"Initial Period" means the period stated as such in Schedule 1 (Order).

"Intellectual Property Rights" means copyrights, patents, trade marks, service marks, design rights (whether registered or unregistered), database rights, semiconductor topography rights, trade secrets, know-how and all other similar or corresponding proprietary rights including those subsisting now or in the future (in any part of the world) and all applications for the protection of any of the above mentioned rights.

"Loaned Assets" means any hardware assets that Matrix will make available to the Customer from time to time to for use in connection with the performance of the Services, as stated in Schedule 1 (Order).

"Normal Business Hours" means 09:00 to 17:30 (UK time) on a Business Day.

"Privacy and Security Policy" means Matrix's policy regarding the privacy and security of Customer Data, as set out in the Documentation.

"Services" means the Matrix Booking service to be made available by Matrix under this Agreement via the website <http://www.matrixbooking.com> or any other website notified to the Customer by Matrix from time to time, as more particularly described in the Documentation.

"Software" means the software to be provided by Matrix to the Customer, as further set out in Schedule 1 (Order).

"Term" means the term of the Agreement, comprising (i) the Initial Period and (ii) any extension

beyond the Initial Period the parties may agree in accordance with Clause 14.2.

"Virus" means any device or other thing (including any software, code, file or program) which may (a) 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; (b) prevent, impair or otherwise adversely affect access to or the operation of any program or data, including the reliability of any program or data (whether by re arranging, altering or erasing the program or data in whole or part or otherwise); or (c) adversely affect the user experience, including worms, trojan horses, viruses and other similar things or devices.

1.2 Clause, Schedule and paragraph headings shall not affect the interpretation of this Agreement.

1.3 A "person" includes an individual, corporate or unincorporated body (whether or not having separate legal personality).

1.4 A reference to a company shall include any company, corporation or other body corporate, wherever and however incorporated or established.

1.5 Words in the singular shall include the plural and vice versa.

1.6 A reference to one gender shall include a reference to the other gender.

1.7 A reference to a statute or statutory provision is a reference to it as it is in force for the time being, taking account of any amendment, extension, or re-enactment and includes any subordinate legislation for the time being in force made under it.

1.8 A reference to writing or written includes faxes but not e-mail.

1.9 References to Clauses and Schedules are to the clauses and schedules of this Agreement. References to paragraphs are to paragraphs of the relevant Schedule to this Agreement.

1.10 Any words following the terms "including", "include", "in particular", "for example" or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.

2. USE OF SERVICES, SOFTWARE AND DOCUMENTATION

2.1 Subject to payment by the Customer of the Charges, Matrix hereby grants to the Customer a non-exclusive, non-transferable right to permit Authorised Users to use the Services, Software and the Documentation during the Term.

2.2 In relation to the Authorised Users, the Customer undertakes that:

(a) each Authorised User shall keep a secure password for his use of the Services, the Software and the Documentation, and keep that password confidential

2.3 The Customer shall not, and shall procure that Authorised Users do not access, store, distribute or transmit any Viruses, or transmit any material during the course using the Services that: (a) is unlawful, harmful, threatening, defamatory, obscene, infringing, harassing or racially or ethnically offensive; (b) facilitates illegal activity; (c) depicts sexually explicit images; (d)

promotes unlawful violence; (e) is discriminatory based on race, gender, colour, religious belief, sexual orientation, disability; or (f) is otherwise illegal or causes damage or injury to any person or property; and Matrix reserves the right to disable the Customer's access to the Services immediately if any Authorised User materially breaches the provisions of this Clause.

2.4 The Customer shall not:

(a) except as (i) may be allowed by any applicable law which is incapable of exclusion by agreement between the parties or (ii) expressly permitted under this Agreement: (0) copy, modify, duplicate, create derivative works from, frame, mirror, republish, download, display, transmit, or distribute all or any portion of the Software and/or Documentation (as applicable) in any form or media or by any means; or

(b) reverse compile, disassemble, reverse engineer or otherwise reduce to human perceivable form all or any part of the Software;

(c) access all or any part of the Software, the Services and Documentation in order to build a product or service which competes with them; or

(d) use the Software, the Services and/or the Documentation to provide services to third parties.

2.5 The Customer shall use all reasonable endeavours to prevent any unauthorised access to, or use of, the Software, the Services and/or the Documentation via the Customer's systems.

3. SERVICES

3.1 Matrix shall make the Services, Software and the Documentation available to the Customer on and subject to the terms of this Agreement.

3.2 Matrix shall ensure that the Services are available 24 hours a day, seven days a week, except for:

(a) planned maintenance carried out during the maintenance window of 10.00 pm to 2.00 am UK time; and

(b) unscheduled maintenance performed outside Normal Business Hours, provided that Matrix has used reasonable endeavours to give the Customer at least 6 hours' notice in advance, such notice to be given during Normal Business Hours.

3.3 Matrix will, as part of the Services and at no additional cost to the Customer, provide the Customer with Matrix's standard customer support services during Normal Business Hours

4. CUSTOMER DATA

4.1 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.

4.2 Matrix shall follow its archiving procedures for Customer Data. In the event of any loss or damage to Customer Data, the Customer's sole and exclusive remedy shall be for Matrix to restore the lost or damaged Customer Data from the latest back-up of such Customer Data maintained by Matrix in accordance with the relevant archiving procedure.

4.3 In providing the Services, Matrix shall comply with its Privacy and Security Policy.

4.4 The obligations set out in Clauses 4.3 and 4.4 are without prejudice to Matrix's obligations under Clause 5 with regard to personal data.

5. DATA PROTECTION

5.1 Both parties will comply with all applicable requirements of the Data Protection Legislation. This Clause 5 is in addition to, and does not relieve, remove or replace, a party's obligations under the Data Protection Legislation.

5.2 In this Clause 5, the expressions "**Personal Data**", "**Data Controller**", "**Data Processor**" and "**Data Subject**" shall have the meanings set out in the Data Protection Legislation.

5.3 Matrix shall at all times protect the security and integrity of any Personal Data that forms part of the Customer Data, and shall prevent any unauthorised access to, deletion or corruption of, such Personal Data.

5.4 The parties acknowledge that for the purposes of the Data Protection Legislation, the Customer is the Data Controller and Matrix is the Data Processor. Schedule 2 (Particulars of Personal Data Processing) sets out the scope, nature and purpose of processing by Matrix, the duration of the processing and the types of Personal Data and categories of Data Subject

5.5 Without prejudice to the generality of Clause 5.1, the Customer will ensure that it has all necessary appropriate consents and notices in place to enable lawful transfer of the Personal Data to Matrix for the duration and purposes of this Agreement.

5.6 Without prejudice to the generality of Clause 5.1, Matrix shall, in relation to any Personal Data processed in connection with the performance by Matrix of its obligations under this Agreement:

(a) process that Personal Data only on the written instructions of the Customer and for the purposes of providing the Services unless Matrix is required by the laws of any member of the European Union or by the laws of the European Union applicable to Matrix to process Personal Data ("**Applicable Laws**") for any other purpose. Where Matrix is relying on laws of a member of the European Union or European Union law as the basis for processing Personal Data, Matrix shall promptly notify the Customer of this before performing the processing required by the Applicable Laws unless those Applicable Laws prohibit Matrix from so notifying the Customer;

(b) ensure that it has in place appropriate technical and organisational measures, reviewed and approved by the Customer, to protect against unauthorised or unlawful processing of Personal Data and against accidental loss or destruction of, or damage to, Personal Data, appropriate to the harm that might result from the unauthorised or unlawful processing or accidental loss,

destruction or damage and the nature of the data to be protected, having regard to the state of technological development and the cost of implementing any measures (those measures may include, where appropriate, pseudonymising and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of its systems and services, ensuring that availability of and access to Personal Data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of the technical and organisational measures adopted by it);

(c) ensure that all personnel who have access to and/or process Personal Data are obliged to keep the Personal Data confidential; and

(d) not transfer any Personal Data outside the UK or European Economic Area unless the prior written consent of the Customer has been obtained and the following conditions are fulfilled:

(i) the Customer or Matrix has provided appropriate safeguards in relation to the transfer;

(ii) the data subject has enforceable rights and effective legal remedies;

(iii) Matrix complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any personal Data that is transferred; and

(iv) Matrix complies with reasonable instructions notified to it in advance by the Customer with respect to the processing of the Personal Data;

(e) assist the Customer, at the Customer's cost, in responding to any request from a Data Subject and in ensuring compliance with its obligations under the Data Protection Legislation with respect to security, breach notifications, impact assessments and consultations with supervisory authorities or regulators;

(f) notify the Customer without undue delay on becoming aware of a Personal Data breach;

(g) at the written direction of the Customer, delete or return Personal Data and copies thereof to the Customer on termination of this Agreement unless required by Applicable Law to store the Personal Data; and

(h) maintain complete and accurate records and information to demonstrate its compliance with this Clause 5 and allow for such audits by the Customer or the Customer's designated auditor as the Customer may reasonably require.

5.7 This Clause 5 shall survive the expiry or termination of this Agreement.

6. MATRIX OBLIGATIONS

6.1 Subject to Clause 6.2, Matrix warrants, represents and undertakes that:

(a) the Services will be performed in accordance with the Documentation, good industry practice, all applicable law and with reasonable skill and care;

(b) the Software shall be fit for purpose and shall comply with its published specification as set

out in the Documentation

(c) the possession and/or use of any material and Software made available by or on behalf of Matrix shall not infringe the Intellectual Property Rights of any third party, nor expose the Customer to any claims from a third party in relation to infringements of the Intellectual Property Rights of a third party; and

(d) all Matrix personnel involved in the provision of the Services have suitable skills and experience to enable them to perform the tasks assigned to them, and that such personnel are in sufficient number to enable the Supplier to fulfil its obligations under this Agreement.

6.2 Clause 6.1(a), (b) and (c) shall not apply to the extent that any non-conformance or infringement is caused by use of the Software, the Loaned Assets (if any), the Documentation or the Services contrary to Matrix's instructions, or modification or alteration of them by any person other than Matrix or its duly authorised contractors or agents.

6.3 This Agreement shall not prevent Matrix from entering into similar agreements with third parties, or from independently developing, using, selling or licensing documentation, products and/or services which are similar to those provided under this Agreement.

6.4 Matrix shall use reasonable endeavours to ensure the Services and Software are free from Viruses.

7. WARRANTIES

7.1 Matrix warrants that it has and will maintain all necessary licences, consents, and permissions necessary for the performance of its obligations under this Agreement.

7.2 Matrix warrants that the Services and the Software will operate in accordance with the Documentation including any assurances in the Documentation with regard to functionality, performance, data standards and security and availability.

8. CUSTOMER'S OBLIGATIONS

8.1 The Customer shall:

- a) perform any obligations that are clearly indicated in the Documentation as being responsibilities of the Customer;
- b) provide Matrix with such other information and co-operation as Matrix may reasonably require in relation to the performance of this Agreement, including the provision of information regarding Customer Data, security access information and configuration services;
- c) fulfil any Customer dependencies, assumptions and other Customer responsibilities with regard to the implementation and use of the Services as set out in Schedule 1 (Order);
- d) comply with the requirements of Schedule 3 (Loaned Assets) in relation to any hardware that Matrix makes available to the Customer in connection with this Agreement;
- e) comply with all applicable laws and regulations with respect to its activities under this

Agreement;

- f) ensure that the Authorised Users use the Software, the Loaned Assets (if any), the Services and the Documentation in accordance with this Agreement;
- g) ensure that its network and systems comply with the relevant specifications set out in the Documentation;
- h) procure and maintain the required network connections and telecommunications links from its systems to Matrix's data centres; and
- i) participate in public relations activities relating to this Agreement, including making a win announcement within one month of the Contract Date, agreeing a case study following go-live, and acting as a customer reference with other potential Matrix Booking clients.

9. CHARGES AND PAYMENT

9.1 The Customer shall pay the Charges to Matrix in accordance with this Clause 9 and Schedule 1 (Order).

9.2 If Matrix has not received payment within 30 days after the receipt of a valid undisputed invoice ("**Due Date**"), and without prejudice to any other rights and remedies that it may have:

(a) Matrix may, without liability to the Customer, disable the Customer's password, account and access to all or part of the Services, and

(b) Interest shall accrue on such due amounts at an annual rate equal to 5% over the then current base lending rate of National Westminster Bank Plc, at the date the relevant invoice was issued, commencing on the Due Date and continuing until fully paid, whether before or after judgment. Matrix may invoice for any applicable interest at anytime up to the termination or expiry date.

9.3 All amounts and fees stated or referred to in this Agreement are exclusive of value added tax, which shall be added to Matrix's invoices at the appropriate rate.

10. PROPRIETARY RIGHTS

10.1 The Customer acknowledges and agrees that Matrix and/or its licensors own all Intellectual Property Rights in the Software, the Services and the Documentation.

10.2 Matrix acknowledges and agrees that the Customer and/or its licensors own all Intellectual Property Rights in Customer Data.

10.3 Except as expressly stated, this Agreement does not grant to either party any rights to any Intellectual Property Rights of the other.

11. CONFIDENTIALITY

11.1 Each party (as the "**receiving party**") may be given access to Confidential Information of the other in order to perform its obligations under this Agreement. A party's Confidential Information shall not be deemed to include information that:

- (a) is or becomes publicly known other than through any act or omission of the receiving party;
- (b) was in the receiving party's lawful possession before the disclosure;
- (c) is lawfully disclosed to the receiving party by a third party without restriction on disclosure;
- (d) is independently developed by the receiving party, which independent development can be shown by written evidence; or
- (e) is required to be disclosed by law, by any court of competent jurisdiction or by any regulatory or administrative body.

11.2 Each party shall hold the other's Confidential Information in confidence and, unless required by law, shall not make the other's Confidential Information available to any third party, or use or disclose the other's Confidential Information for any purpose other than the performance of this Agreement, for the duration of the Term and for three (3) years following its termination or expiry.

11.3 Each party shall ensure that the other's Confidential Information to which it has access is not disclosed or distributed by its employees or agents in violation of the terms of this Agreement.

11.4 Neither party shall be responsible for any loss, destruction, alteration or disclosure of Confidential Information caused by any third party.

11.5 This Clause 11 shall survive termination of this Agreement, however arising.

12. INDEMNITY

12.1 Matrix shall defend the Customer, its officers, directors and employees against all claims, actions, proceedings, losses, damages, expenses and costs (including court costs and reasonable legal fees) arising out of or in connection with a claim that the use of the Services, Software or Documentation infringes the Intellectual Property Rights of any third party, and shall indemnify the Customer for any amounts awarded against the Customer in judgment or settlement of such claims, provided that: (a) Matrix is given prompt notice of any such claim;

(b) the Customer provides reasonable co-operation to Matrix in the defence and settlement of such claim, at Matrix's expense; and

(c) Matrix is given sole authority to defend or settle the claim.

12.2 In the defence or settlement of any claim, Matrix may procure the right for the Customer to continue using the Services, Software or Documentation, or replace or modify them so that they become non-infringing.

12.3 Matrix shall have no liability under Clause 12.1 to the extent that the alleged infringement is

based on:

(a) a modification of the Services, Software or Documentation by anyone other than Matrix or its employees or subcontractors; or

(b) the Customer's use of the Services, Software or Documentation in a manner contrary to the reasonable instructions given to the Customer by Matrix.

13. LIMITATION OF LIABILITY

13.1 This Clause 13 sets out the entire financial liability of each party (including any liability for the acts or omissions of its employees, agents and sub-contractors) to the other arising under or in connection with this Agreement.

13.2 Nothing in this Agreement limits or excludes the liability of either party:

(a) for death or personal injury caused by negligence;

(b) for fraud, fraudulent misrepresentation or fraudulent misstatement; or

(c) for any breach of Clause 11 (Confidentiality).

13.3 Subject to Clause 13.2: (a) neither party shall be liable whether in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise for any loss of profits, loss of business, depletion of goodwill and/or similar losses or loss or for any special, indirect or consequential loss, costs, damages, charges or expenses however arising under this Agreement; and (b) each party's total aggregate liability whether in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise, arising in connection with the performance or contemplated performance of this Agreement shall be limited to 100% of the charges payable by the Customer during the Initial Period.

13.4 Matrix shall throughout and after the Term maintain in place adequate insurance provision to cover all liabilities which Matrix (and/or any employee or contractor of Matrix) may incur to the Customer or third parties in connection with or arising out of the performance or non performance of the Services by Matrix (and/or any employee or contractor of Matrix) or of Matrix's other obligations under this Agreement.

14. TERM AND TERMINATION

14.1 This Agreement shall commence on the Contract Date and shall terminate upon the expiry of the Initial Period.

14.2 If the Customer wishes to extend the Agreement beyond the Initial Period, the Customer shall give written notice to Matrix no later than 1 months before the end of the Initial Period. The parties shall use all reasonable endeavours to agree the terms of the extension, including (1) the duration of the extension (the "**Extension Period**"), (ii) the charges payable in respect of the extension period, and (iii) any other amendments to this Agreement that the parties agree are appropriate. Subject to agreement of all such terms in writing no later than the end of the

Initial Period, this Agreement shall be extended accordingly. Further Extensions Periods may also be agreed from time to time on the basis set out in this Clause 14.2.

14.3 Without prejudice to any other rights or remedies to which the parties may be entitled, either party may terminate this Agreement without liability to the other if:

(a) the other party commits a material breach of any of the terms of this Agreement and (if such a breach is remediable) fails to remedy that breach within 30 days of that party being notified in writing of the breach;

(b) the other party repeatedly breaches any of the terms and conditions of the Agreement in such a manner as to reasonably justify the opinion that its conduct is inconsistent with it having the intention or ability to give effect to the terms and conditions of the Agreement; or

(c) the other party becomes or is declared insolvent, is the subject of any proceeding relating to its liquidation, winding-up, insolvency or the appointment of a receiver, administrator or similar officer, makes an assignment for the benefit of all or substantially all of its creditors or enters into an agreement for the composition, extension or readjustment of all or substantially all of its obligations.

14.4 On termination of this Agreement for any reason:

(a) all licences granted under this Agreement shall immediately terminate;

(b) the Customer shall make no further use of any equipment, property, Documentation or other items (or any copy thereof) belonging to Matrix; and

(c) Matrix shall promptly deliver to the Customer all Customer Data in its possession, in Excel, CSV or such other format as the Customer may reasonably request, and certify that it has not retained any copies.

14.5 The accrued rights of the parties as at the effective date of termination, or the continuation after termination of any provision expressly stated to survive or implicitly surviving termination, shall not be affected or prejudiced.

15. ANTI-BRIBERY AND CORRUPTION

15.1 Matrix will comply with, and ensure that all of its employees and any persons performing services for or on its behalf comply with, all applicable legal and regulatory anti-bribery and corruption obligations, including the Bribery Act 2010.

15.2 The Customer will be entitled to terminate this Agreement immediately upon written notice to Matrix if, in connection with this Agreement, Matrix, or any person employed by it or performing services for or on its behalf, commits an offence under the Bribery Act 2010 or any other applicable anti-bribery and corruption laws or regulations.

16. MODERN SLAVERY

16.1 Matrix warrants that it will comply with, and ensure that all of its employees and any persons performing services for or on its behalf, comply with, the Modern Slavery Act 2015 ("MSA").

16.2 For the avoidance of doubt, Matrix warrants that it shall:

(a) comply with its obligations, if applicable, to produce a yearly slavery and human trafficking statement detailing its actions to bring an end to human trafficking and slavery; and

(b) act to prevent any acts of human trafficking, slavery, servitude, and forced or compulsory labour by ensuring that it has appropriate policies and procedures in place, conducted relevant and appropriate due diligence and auditing of potential suppliers, provided training to relevant staff, appropriately evaluated and managed risks in its own commercial organisation and in its and/or their supply chain, and adopted relevant key performance indicators.

16.3 Matrix warrants and represents that it is not (and no supplier to Matrix's commercial organisation is subject to any inquiry or investigation for any breach of the MSA or any other legislation in any jurisdiction prohibiting human trafficking, slavery, servitude, forced or compulsory labour.

17. ANTI-FACILITATION OF TAX EVASION

17.1 Matrix shall

(a) not engage in any activity, practice or conduct which would constitute either: a UK tax evasion facilitation offence under section 45(1) of the Criminal Finances Act 2017; or

(b) have and shall maintain in place throughout the term of this Agreement such policies and procedures as are both reasonable to prevent the facilitation of tax evasion by another person (including employees of Matrix) and to ensure compliance with Clause 17.1(a);

(c) promptly report to the Customer any request or demand from a third party to facilitate the evasion of tax within the meaning of Part 3 of the Criminal Finances Act 2017, in connection with the performance of this Agreement; and

(d) provide such supporting evidence of compliance as the Customer may reasonably request.

17.2 Breach of this Clause 17 shall be deemed a material breach under Clause 14.3.

18. FORCE MAJEURE

Neither party shall have any liability to the other under this Agreement to the extent that it is prevented from or delayed in performing its obligations under this Agreement by a Force Majeure

Event.

19. WAIVER

19.1 A waiver of any right under this Agreement is only effective if it is in writing and it applies only to the party to whom the waiver is addressed and to the circumstances for which it is given.

19.2 Unless specifically provided otherwise, rights arising under this Agreement are cumulative and do not exclude rights provided by law.

20. SEVERANCE

20.1 If any provision (or part of a provision) of this Agreement is found by any court or administrative body of competent jurisdiction to be invalid, unenforceable or illegal, the other provisions shall remain in force.

20.2 If any invalid, unenforceable or illegal provision would be valid, enforceable or legal if some part of it were deleted, the provision shall apply with whatever modification is necessary to give effect to the commercial intention of the parties.

21. ENTIRE AGREEMENT

21.1 This Agreement, and any documents referred to in it, constitute the whole agreement between the parties and supersede any previous arrangement, understanding or agreement between them relating to the subject matter they cover.

21.2 Each of the parties acknowledges and agrees that in entering into this Agreement it does not rely on any undertaking, promise, assurance, statement, representation, warranty or understanding (whether in writing or not) of any person (whether party to this Agreement or not) relating to the subject matter of this Agreement, other than as expressly set out in this Agreement.

22. ASSIGNMENT

22.1 The Customer shall not, without the prior written consent of Matrix, assign, transfer, charge, sub-contract or deal in any other manner with all or any of its rights or obligations under this Agreement..

22.2 Matrix may at any time assign, transfer, charge, sub-contract or deal in any other manner with all or any of its rights or obligations under this Agreement.

23. NO PARTNERSHIP OR AGENCY

Nothing in this Agreement is intended to or shall operate to create a partnership between the parties, or authorise either party to act as agent for the other, and neither party shall have the authority to act in the name or on behalf of or otherwise to bind the other in any way (including the making of any representation or warranty, the assumption of any obligation or liability and the

exercise of any right or power).

24. THIRD PARTY RIGHTS

This Agreement does not confer any rights on any person or party (other than the parties to this Agreement and, where applicable, their successors and permitted assigns) pursuant to the Contracts (Rights of Third Parties) Act 1999.

25. VARIATION

No variation of this Agreement or any of the documents referred to in it shall be valid unless it is in writing and signed by or on behalf of each of the parties to this Agreement.

26. NOTICES

26.1 Any notice required to be given under this Agreement shall be in writing and shall be delivered by hand or sent by pre-paid first-class post or recorded delivery post to the other party at its address set out in this Agreement, or such other address as may have been notified by that party for such purposes.

26.2 A notice delivered by hand shall be deemed to have been received when delivered (or if delivery is not in business hours, at 9 am on the first business day following delivery). A correctly addressed notice sent by pre-paid first-class post or recorded delivery post shall be deemed to have been received at the time at which it would have been delivered in the normal course of post

27. GOVERNING LAW AND JURISDICTION

27.1 This Agreement and any disputes or claims arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) are governed by, and construed in accordance with the law of England.

27.2 The parties irrevocably agree that the Courts of England have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this Agreement or its subject matter or formation (including non-contractual disputes or claims).

SIGNED

On behalf of 

(Signed)

(Name)

On behalf of Matrix Booking Limited

(Signed)

(Name)

SCHEDULE 1 - ORDER

1. SOFTWARE

The Software is [Matrix Modules] which will be used along the following agreed licence parameters and charges:

2. HARDWARE

The charges for the hardware associated with the project are as follows: []

3. LOANED ASSETS

There are no loaned assets as part of this agreement. []

4. SET-UP AND INSTALLATION SERVICES

The charges for the Setup and Installation services are as follows: []

5. INITIAL PERIOD

The Initial Period is [] year from the Contract Date.

6. CHARGES

6.1 Subject to paragraph 4.3 below, the total payable by the Customer in respect of the Initial Period is £ [] VAT.

6.2 In relation to the invoices described in paragraph 4.1, the Customer shall pay each invoice no later than 30 days after the date of the invoice in the case of the first invoice) and no later than the relevant anniversary of the Contract Date (in the case of the second and third invoices respectively).

6.3 Matrix reserves the right to increase this amount or to make additional charges if:

- a) The Customer increases the use of Matrix Booking beyond the licensed number of desks and meeting rooms as indicated in paragraph 1 above.
- b) the Customer requires additional services besides the set-up and installation services described in Section 5 below; or
- c) the Customer fails to fulfil the Customer dependencies listed in Section 6 below.

7. CUSTOMER DEPENDENCIES

The Customer must fulfil the following the following Customer dependencies in connection with the set-up and installation:

- a) Provide accurate data for users, locations, desks and meeting rooms for software configuration;
- b) Provide support services required to configure the customer instance;
- c) Deliver the deployment of the software within internal Customer user base through internal communications and training;
- d) provision of suitable internet connections in order for users to access the system;
- e) provision of network connections and power supply for hardware installation (including mounting and unmounting of hardware); and

The Customer must fulfil the following the following Customer dependencies post-implementation and for the remainder of the Term:

- f) manage all internal communications out to the users; and
- g) provide 1st line support to users (with Matrix providing 2nd line support).

SCHEDULE 2 - PARTICULARS OF PERSONAL DATA PROCESSING

Subject matter and duration of the Processing of Customer Personal Data: The subject matter and duration of the Processing of the Customer Personal Data are set out in the Agreement.

The nature and purpose of the Processing of Customer Personal Data: The nature and purpose of the Processing of the Customer Personal Data are set out in the Agreement.

The categories of Data Subject to whom the Customer Personal Data relates: The Customer Personal Data may include Personal Data relating to

Employees of the Customer that have been granted access to the Matrix Booking service Any third party suppliers that have been granted access to the Matrix Booking service by the Customer Matrix staff that may access the system for the purposes of providing support.

The types of Customer Personal Data to be Processed: The Customer Personal Data may include:

Full name Email

Telephone number (if provided)

- Resources booked along with date, time and meeting/booking title
- Customers /Clients IP address
- Attendees email addresses if added to a booking
- Any text transmitted in support questions raised with the Matrix Booking Support Team

The obligations and rights of the Customer: The obligations and rights of the Customer are set out in the Agreement.