
TERMINALFOUR SOLUTIONS LTD. MASTER CLOUD SUBSCRIPTION AGREEMENT

THIS AGREEMENT is made the X day of X, 20XX.
BETWEEN

1. Name of Entity, a Description of Entity, located at Address of Entity ("Client")

-and-

2. **Terminalfour Solutions Limited**, a company incorporated under the laws of Ireland (Registration No. 272173) having its registered office at 110 Amiens Street, Dublin D01 F6N2. ("Terminalfour")

In consideration of the mutual promises herein contained and for other good and valuable consideration the parties hereto have agreed as follows:

Terminalfour will provide and Client will accept a non-transferable, non-exclusive licence to use and access the Software and Services and access the Terminalfour cloud for the Software, users, Hosting Environments and any other terms described in the applicable Schedule, during the Term. This licence allows the Client to develop, test and/or deploy Client websites, public or private, in accordance with the Support Documentation (collectively, "Subscription Services"). Capitalised terms used in this Agreement are defined in Schedule 1.

1. Terminalfour Responsibilities

Terminalfour shall provide the services and levels of coverage set out below with respect to the Subscription Services described in Schedule 2.

Terminalfour shall be responsible for providing the following services and service levels:

1.1 Subscription Services

- Provide internet access to the Hosting Environment in the Territory set forth in Schedule 2.
- Virtual Server Backups – Changes nightly and full back up weekly. Unmetered back up of the Hosting Environment servers based on a 2-week retention, daily differential and weekly full back up strategy. Terminalfour is responsible for maintaining a procedure for reconstruction of lost or altered files, data or programmes.
- Install and Configure Hosting Environment servers.
- Provide 24/7 port monitoring and testing of response time, HTML return code approximately every five (5) minutes by Terminalfour, and availability reporting and notifications
- Administer operating system and application by Terminalfour, at the application level may be delegated to the Client for specific tasks or for a specific period if required.
- Inform Client if bandwidth usage is within 10% of the monthly bandwidth allowance ("Bandwidth Allocation"). Additional charges will apply if the Client's bandwidth usage exceeds the set Bandwidth Allocation.
- Monitor servers (using automated port monitoring software) and investigate issues on a 24/7 basis. Issues will be investigated in accordance with the procedure specified in Schedule 3.
- Allow Client to log support issues with Terminalfour during Normal Office Hours, as defined in Schedule 2. Updates on these support issues will be logged based on the standard support procedures specified in Schedule 3.

Hosting Environment Uptime

Terminalfour will use commercially reasonable endeavours to make the Hosting Environment available twenty-four (24) hours a day, seven (7) days a week, except for: (a) planned maintenance whereby the Client will be notified twenty-four (24) hours in advance; (b) unscheduled maintenance performed outside Normal Office Hours, provided that Terminalfour has used reasonable endeavours to give Client at least two (2) Normal Office Hours' notice in advance; (c) Client-caused or third party-caused outages or disruptions (except to the extent that such outages or disruptions are caused by those duly

authorised third parties sub-contracted by Terminalfour to perform the Subscription Services), or (d) outages or disruptions attributable in whole or in part to force majeure events within the meaning of Clause 8.5 below. Terminalfour reserves the right to perform emergency maintenance without prior notification, should it be deemed necessary to protect and maintain the security and integrity of the Subscription Services.

Terminalfour is committed to achieving at least the uptime service availability level detailed under the heading "Target Uptime" for each component listed Schedule 2. This availability refers to an access point on Terminalfour hosting provider's backbone network. It does not apply to the portion of the circuit that does not transit the hosting provider's backbone network; Client is responsible for its own internet access. Availability does not include scheduled or emergency maintenance events, Client-caused or third party-caused outages or disruptions (except to the extent that such outages or disruptions are caused by those duly authorised third parties sub-contracted by Terminalfour to perform the Subscription Services), or outages or disruptions attributable in whole or in part to force majeure events within the meaning of Clause 8.5

1.2 Telephone, Email and Self-Service Support

- Terminalfour shall provide telephone, self-service and email help service offering technical assistance relating to the use of the Software, to members of Client's support group, specifically including technical support, to ensure correct configuration and operational practice of the Software during Normal Office Hours.
- Terminalfour shall provide monitoring of the Hosting Environment on a 24/7/365 basis to detect and resolve operations issues.

To ensure calls, emails and tickets logged through Terminalfour's self-service facility are dealt with efficiently, Terminalfour and Client shall follow the procedures defined in Schedule 3 hereto.

1.3 Problem Investigation and Resolution

- All problems will be reported to Terminalfour and logged for tracking purposes. Terminalfour will investigate reported problems to verify if a problem exists and investigate the cause to enable a suitable resolution to be developed. If a permanent correction is not readily available Terminalfour will provide a temporary solution for the problem as soon as reasonably practicable and if possible. Terminalfour will classify reported problems, in accordance with the procedures defined in Schedule 3 hereto.
- Terminalfour shall provide technical support for the purpose of configuration modifications to correct operational difficulties,
- Terminalfour shall provide technical support for the purpose of investigation of problems with the Software and/or Hosting Environment.
- Terminalfour shall provide technical support for the purpose of correcting problems with the Software and/or Hosting Environment by configuration modification, temporary software modification or upload of new software updates.

1.4 Software Revision Updates

- Terminalfour may make updates, modifications and enhancements to the Subscription Services at any time. Incremental updates and enhancements to the Subscription Services made by Terminalfour for the general use of Terminalfour's clients will be provided at no charge to Client. Terminalfour in its sole discretion may designate certain major functional updates or enhancements as new products that will be made available to Client at an additional charge. If Client elects not to purchase such new products, the existing Subscription Services will remain available with the material functions and features existing prior to the release of the new product. Client is under no obligation to purchase such new products.
- Other written materials routinely prepared by Terminalfour will be made available on the community extranet as soon as reasonably practicable after they become available.
- Terminalfour is responsible for installation and configuration of all software updates.

1.5 Optional On-Site Support and Consultancy

On-site support is available at the prevailing daily rates of Terminalfour.

2. CLIENT RESPONSIBILITIES

2.1 Technical Procedures

Client will follow the technical procedures set out in Schedule 3 hereto when using any of the Subscription Services.

2.2 Primary Contact

Client will appoint a person as the primary contact between Terminalfour and Client and defined as "Client Primary Contact" in Schedule 2. The Client Primary Contact will be the contact for all notices issued by Terminalfour in relation to the operation of this Agreement.

2.3 Security; Use of Subscription Services

2.3.1 Client is responsible for safeguarding its proprietary, confidential and classified information when publishing content through the Subscription Services. Client will prevent unauthorised access to or use of the Subscription Services, and notify Terminalfour promptly of any such unauthorised access or use. Client will protect its security credentials. Actions taken using Client's security credentials will be deemed to be actions taken by Client and will be the responsibility of Client. Client will use the Subscription Services only in accordance with the Support Documentation and applicable laws and government regulations.

2.3.2 Client will not sell, resell, rent, outsource, timeshare or otherwise lease the Subscription Services.

2.4 Stress and Penetration Testing

Client is prohibited from conducting stress-testing or a security audit on the infrastructure without the prior written consent of Terminalfour, such consent will not be unreasonably withheld.

2.5 Compliance with Laws and Acceptable Use Policy

2.5.1. Compliance with Laws. Client must comply with all laws, rules and regulations applicable to its use of the Subscription Services. Client must cooperate with Terminalfour's reasonable investigation of Subscription Services outages, security problems, and/or any suspected breach of this Agreement. Client is responsible for keeping account permissions, and all other account information up to date. Without limiting the generality of the foregoing, Client must encrypt any Personally Identifiable Information transmitted to or from, or stored on the Terminalfour servers or storage devices Client uses. As used herein "Personally Identifiable Information" or "PII" means: (i) a combination of any information that identifies an individual with that individual's sensitive and non-public financial, health or other data or attribute, such as a combination of the individual's name, address, or phone number with the individual's social security number or other government issued number, financial account number, date of birth, address, biometric data, mother's maiden name, or other personally identifiable information; (ii) any "non-public personal information" as that term is defined in the Gramm-Leach-Bliley Act found at 15 USC Subchapter 1, §6809(4), and (iii) "protected health information" as defined in the Health Insurance Portability and Accountability Act found at 45 CFR 160.103. Client will at its expense indemnify Terminalfour from, and defend Terminalfour against, any failure by Client (i) to comply with the Terminalfour's Acceptable Use Policy, and (ii) to appropriately protect confidential or proprietary information related to Client's use of the Subscription Services.

2.5.2. Acceptable Use. The Client agrees:

2.5.2.1 not to remove or modify any copyright notices, trademark credits, confidentiality notice, mark, legend or other information included in the Subscription Services;

2.5.2.2 not to sub-license, rent or lease the Subscription Services or to timeshare the Subscription Services or act as a service bureau or provide subscription services in connection with the Subscription Services;

2.5.2.3 not to provide training services in connection with the Subscription Services to any third party without the express written permission of Terminalfour;

2.5.2.4 not to assign, transfer, mortgage, change, part with possession, or in any way disengage with any of its rights, duties or obligations under this Agreement or the Subscription Services;

- 2.5.2.5 not, except as expressly permitted by applicable law, to reverse engineer, decompile or disassemble the whole or any part of the Subscription Services;
- 2.5.2.6 at its expense to defend, indemnify and hold harmless Terminalfour against any and all loss, damages, demands, liability, costs, claims or expenses (including legal costs and expenses) which Terminalfour may suffer or incur by reason of the breach of any of the provisions of this Clause 2.5.2 by the Client, its employees, agents or sub-contractors howsoever caused or the acts, omissions or negligence of the Client, its employees, agents and sub-contractors who are permitted access to the Software pursuant to Clause 2.5.3 below;
- 2.5.2.7 not to combine or incorporate or link the Subscription Services with or into the information technology system(s) of the Client
- 2.5.2.7.1 so that the Subscription Services are indistinguishable from any such information technology system(s) or
- 2.5.2.7.2 in such a way that
- (i) it is or will be combined or incorporated with or linked to “open source” code (as defined by the Open Source Initiative) or “Free” code (as defined by the Free Software Foundation), or any similar definitions provided by any successor organisations (collectively, “Open Source Code”) so that such incorporation, combination or link, grants, or purports to grant, to any third party any rights to or immunities against claims under Terminalfour’s intellectual property and proprietary rights; or
 - (ii) it has the effect of requiring that the Subscription Services, or any portion thereof:
 - (a) is disclosed or distributed in source code form,
 - (b) is licensed for the purpose of making derivative works,
 - (c) is redistributable at no charge, or
 - (d) is licensed under any open source or free software licence or licensing scheme;
- 2.5.2.8 to secure and protect the proprietary rights of Terminalfour in the Subscription Services and all copies thereof (in whatever form), and to take appropriate action to secure and protect same by instruction to, or agreement with, its employees, agents and sub-contractors who are permitted access to the Subscription Services pursuant to Clause 2.5.3 below;
- 2.5.2.9 to ensure that no copies of the Subscription Services in any form will be given to any third party without the express written permission of Terminalfour;
- 2.5.2.10 not to export the Subscription Services in any form outside the Territory; and
- 2.5.2.11 not to store greater than 5,000 Documents using the Subscription Services on the Software and have no more than active 100 users.
- 2.5.3 Subject to Clauses 2.5.2.7 and 2.5.2.8 above, the Client may grant access to the Subscription Services to such of its employees only as may be necessary solely to use the Subscription Services on behalf of Client; provided that such employees, agents and subcontractors are bound by written obligations of confidentiality with respect to Terminalfour’s Confidential Information at least as stringent as the terms set forth in this Agreement; and provided further that Client shall be fully liable for all acts and omissions of its employees, agents and sub-contractors in connection with this Agreement.
- 2.5.4 Client expressly acknowledges and agrees that it shall not provide Terminalfour access to, and Terminalfour shall have no liability to Client or its users for, any data that is Personal Data (as defined below) or any Protected Health Information subject to the Health Insurance Portability and Accountability Act (“HIPAA”) (where “Protected Health Information” or “PHI” has the meaning set forth in HIPAA). As used herein, “Personal Data” means any information relating to an identified or identifiable person. Client acknowledges and agrees that Terminalfour shall have no liability to Client or its users for any data submitted that is Personal Data or Protected Health Information.

3. TERM AND TERMINATION

3.1 Initial Term and Renewal

Unless terminated by either party in accordance with this Clause 3, this Agreement shall commence on the date Subscription Services commence ("Installation Date") and shall continue in full force and effect for an initial period of thirty-six (36) months and shall thereafter renew automatically for successive periods of twelve (12) months.

3.2 Termination

3.2.1 This Agreement may be terminated immediately by Terminalfour if the Client at any time:

3.2.1.1 (i) institutes or has instituted against it insolvency, receivership or bankruptcy proceedings or any other proceedings for the settlement of Client's debts, (ii) makes an assignment for the benefit of creditors, or (iii) dissolves or ceases to do business or threatens to do so;

3.2.1.2 becomes the subject of any analogous event or procedure under the laws of any jurisdiction in which the Client carries on business; or

3.2.1.3 fails to pay any sum due to Terminalfour;

3.2.1.4 assigns or purports to assign the whole and any part of this Agreement otherwise than in accordance with Clause 8.1 hereof;

3.2.1.5 is in material breach of the terms of this Agreement and fails to remedy such breach (if capable of remedy) within 30 days of having received written notice of such material breach from Terminalfour provided that a failure to pay all or part of the Charges by the Client in accordance with this Agreement shall be regarded as a breach of the terms of this Agreement not capable of being remedied.

3.2.2 Post the Initial Period defined in Clause 3.1, this Agreement may be terminated by either party by giving not less than thirty (30) days' written notice to the other party expiring on the Renewal Date.

3.3 Accrued Rights

Any termination of this Agreement (howsoever occasioned) shall not affect any accrued liabilities of either party or the continuance in force of any provision that is expressly or by implication intended to come into or continue in force on or after such termination.

3.4 Consequences of Termination

Upon termination of this Agreement the Client shall immediately cease to be entitled to receive the Subscription Services and all amounts under this Agreement shall become immediately due and payable. Client shall immediately deliver to Terminalfour all Software, Support Documentation and other property supplied to Client in connection with the Subscription Services.

4. CHARGES AND PAYMENT

4.1 Payment Terms

Payment terms are set forth in Schedule 2.

4.2 All Charges under this Agreement shall be made in full without set off and/or deduction of taxes, charges or other duties that may be imposed. Once due, all fees are non-refundable and non-cancellable. Client is responsible for all taxes in connection with this Agreement and the Subscription Services except for taxes based on Terminalfour's income.

5. INTELLECTUAL PROPERTY RIGHTS

5.1 Terminalfour claims no ownership rights with respect to the data and material Client uploads to the Software ("Client Data").

5.2 Terminalfour owns all right, title and interest in and to the Subscription Services and all Intellectual Property Rights therein, including, without limitation, all modifications, improvements, upgrades, derivative works and feedback related thereto, and all Intellectual Property Rights therein. Client acknowledges that the rights granted under this Agreement do not provide Client with title to or ownership to the Subscription Services, but only a right to use the Subscription

Services subject to the terms and conditions of this Agreement. All rights not expressly granted to Client hereunder are reserved by Terminalfour.

5.3 In the event that new inventions, designs or processes evolve in performance of or as a result of this Agreement, the Client acknowledges that the same shall be the property of Terminalfour unless otherwise agreed in writing by Terminalfour. Without limiting the foregoing sentence, Terminalfour will own and be free to incorporate any suggested repairs, fixes, changes or modifications to the Subscription Services into its products and services.

5.4 Client will at its expense defend, indemnify and hold harmless Terminalfour against all liabilities, costs (including legal costs), expenses, loss, claims, demands, damages and losses which Terminalfour may suffer or incur directly or indirectly as a result of (i) the infringement or alleged infringement of the Intellectual Property Rights or other rights of any third party by any work done by Terminalfour in accordance with Client's specifications or instructions, by any content introduced by Client or its agents, and any use of the Subscription Services by Client and (ii) any breach of this Agreement by Client.

6. WARRANTIES; DISCLAIMER; LIMITATION OF LIABILITY

6.1 Each party represents and warrants that entering into and carrying out the terms and conditions of this Agreement will not violate any obligation binding upon it; that each party will comply with all applicable laws in connection with its performance under this Agreement; and that the executing persons have the authority to bind their respective parties. Except as otherwise set forth herein, all warranties, conditions, representations, statements, terms and provisions express or implied by statute, common law or otherwise are hereby excluded to the greatest extent permitted by law.

6.2 The Client hereby acknowledges that any third party software supplied by Terminalfour to the Client shall be subject to a direct licence between the Client and the relevant third party proprietor.

6.3 Terminalfour shall not be liable to Client for any loss of profits, production, anticipated savings, data, goodwill or business opportunities or any type of indirect or consequential loss even if that loss was reasonably foreseeable or Terminalfour was aware of the possibility of that loss or damage arising. The utilisation of the Subscription Services is at Client's sole risk, and Terminalfour specifically disclaims any responsibility for the completeness, accuracy and or quality of the results Client obtains from the Subscription Services. Terminalfour makes no warranty whatsoever, express or implied, with regard to any third party software or database. Without limiting the generality of the foregoing, Terminalfour does not warrant that the Subscription Services will be free from bugs, defects or errors, or that the Subscription Services will be accessible without interruption.

6.4 The aggregate liability of Terminalfour for all claims made by or through Client pursuant to this Agreement shall in no event exceed the amount equal to payments received by Terminalfour during the last twelve months for the Subscription Services that are the subject of the claim.

7. CONFIDENTIALITY

7.1 Recipient agrees that any Confidential Information it receives from the Disclosing Party is the exclusive proprietary property of the Disclosing Party or its licensors and may include trade secrets and other highly confidential information. The Recipient shall: (a) keep and hold as confidential, and not use for any purpose other than as expressly permitted herein, any and all Confidential Information of the Disclosing party; (b) not disclose or publish any such Confidential Information to third parties; (c) restrict access to such Confidential Information to those of its officers, directors, agents and employees who have a need to know, have been advised of the confidential nature of the Confidential Information, and who are under obligations of confidentiality to the receiving party; and (d) to follow the other party's reasonable on-site security procedures. Without limiting the foregoing, the Recipient shall treat the Disclosing Party's Confidential Information in the same manner and with the same security precautions as the Recipient maintains its own confidential information, but in any event not less than a reasonable degree of care, and such security precautions shall be taken to protect from disclosure and keep confidential the Confidential Information as may be necessary, including without limitation to protect and safeguard the Confidential Information against unauthorised use, publication or disclosure and not to use any Confidential Information to unfairly compete or

obtain unfair advantage vis-à-vis the Disclosing Party in any commercial activity which may be comparable to the proposed commercial activity or activities of the Disclosing Party.

- 7.2 The restrictions herein provided shall not apply with respect to Confidential Information which:
- 7.2.1 is known by the Recipient at the time of receipt through lawful means and which the Recipient can demonstrate by documentary evidence; or
 - 7.2.2 is or becomes a part of the public domain without breach of this Agreement by the Recipient; or
 - 7.2.3 is legitimately obtained by the Recipient without a commitment of confidentiality from a third party possessing the information without obligation of confidentiality, and which the Recipient can demonstrate by documentary evidence; or
 - 7.2.4 is required to be disclosed pursuant to judicial action or government regulations, provided the Recipient notifies the Disclosing Party prior to such disclosure and co-operates with the Disclosing Party in the event that the Disclosing Party elects to legally contest and avoid such disclosure; or

The Recipient acknowledges that any breach of this Clause 7 could result in serious damage being sustained by the Disclosing Party and accordingly irrevocably waives any right it may have to oppose the granting of any equitable relief by any court of competent jurisdiction, including injunctive relief, sought by the Disclosing Party in relation to any breach or suspected breach of this Clause 7.

8. MISCELLANEOUS

- 8.1 *Assignment:* This Agreement shall be assignable by the Client only with the prior consent of Terminalfour, such consent not to be unreasonably withheld or delayed. Terminalfour may assign its rights and obligations under this Agreement without the consent of and without notice to the Client.
- 8.2 *Waiver:* Failure or neglect by Terminalfour to enforce at any time any of the provisions hereof shall not be construed as nor shall be deemed to be waiver of Terminalfour's rights hereunder nor in any way affect the validity of the whole or any part of this Agreement nor prejudice Terminalfour's right to take subsequent action.
- 8.3 *Severability:* In the event that any of the terms, conditions or provisions of this Agreement shall be determined by any competent authority to be invalid, unlawful or unenforceable to any extent, such term, condition or provision shall to that extent be severed from the remaining terms, conditions and provisions which shall continue to be valid to the fullest extent permitted by law.
- 8.4 *Governing Law and Jurisdiction:* This Agreement shall be construed in accordance with the laws of the Republic of Ireland without regard to conflicts of laws provisions, and the parties hereby agree to submit to the non-exclusive jurisdiction of the Republic of Ireland courts.
- 8.5 *Force Majeure:* Neither party will be in violation of this Agreement if the failure to perform the obligation is due to an event beyond the party's control, such as significant failure of a part of the power grid, significant failure of the Internet, natural disaster, war, riot, insurrection, epidemic, strikes or other organised labour action, terrorism, or other events of a magnitude or type for which precautions are not generally taken in the industry.
- 8.6 *Entire Agreement:* This Agreement (including the Schedules) contains the complete and exclusive understanding of the parties with respect to the subject matter hereof and supersedes any prior or contemporaneous oral or written representations. No waiver, alteration, or modification of any of the provisions hereof will be binding unless in writing and signed by a duly authorised representative of the party to be bound. Neither the course of conduct between the parties nor trade usage will act to modify or alter the provisions of this Agreement.
- 8.7 *Variation:* This Agreement shall be capable of being varied only by written instrument signed by a duly authorised officer or other representative of each of the parties.

- 8.8 *No Partnership*: Nothing in this Agreement shall constitute or be deemed to constitute a partnership, agency or joint venture between the parties hereto or constitute or be deemed to constitute either party the agent of the other for any purpose whatsoever.
- 8.9 *Electronic Signatures*: The parties agree that writing in electronic form shall be deemed to be "writing" for the purposes of all applicable legislation where "writing" is required and electronic signatures shall be deemed to be "signatures" for the purposes of all applicable legislation where a "signature" is required.
- 8.10 *Notices*: Any notice or other communication required or permitted to be given or made hereunder shall be addressed or sent to the addresses of the parties set out herein and marked for the attention of Piero Tintori in the case of Terminalfour and the Client Primary Contact in the case of the Client or to such other postal address or email address as any such party hereto may from time to time notify to the other party hereto in writing. Any notice or other communication required or permitted to be given or made hereunder shall be validly given or made if delivered personally or if dispatched by pre-paid post addressed as aforesaid or if sent by email to such email address as may be specified aforesaid.
- 8.11 *Publicity*: Terminalfour and the Client hereby agree the following terms:
- 8.11.1 Within the agreed timeframe of the agreed milestone, the Client agrees to approve/issue a press release confirming the Subscription Services order, the wording of which shall be agreed between the parties.
- 8.11.2 Within agreed timeframe of the implementation of the Subscription Services, the Client agrees to approve/issue a press release detailing the successful implementation of the Subscription Services, the wording of which shall be agreed by the parties.
- 8.11.3 Within agreed timeframe of Implementation of the Subscription Services, the Client agrees to approve and participate in a Success Story detailing the commercial benefits being derived from the collaboration with Terminalfour.
- 8.11.4 Following successful implementation of this Agreement with Terminalfour, the Client agrees to provide a reference and participate in a promotional piece with an agreed trade publication about the use of the Subscription Services or such topic as may be agreed by the parties, with advance notice provided.
- 8.11.5 The Client agrees, upon the successful implementation of the Subscription Services, to participate at conference(s) as either a Terminalfour individual speaker or a joint speaker.
- The content of all documents detailed in this clause shall be produced and developed by Terminalfour and shall be subject to Client's final approval.

SIGNED BY AND ON BEHALF OF

Client Name

by: _____

NAME: _____

ROLE: _____

Terminalfour Solutions Ltd.

by: _____

NAME: _____

ROLE: _____

SCHEDULE 1 – DEFINITIONS

1. DEFINITIONS

“Confidential Information”	<p>means any of the following whether (a) disclosed by or on behalf of a party (“Disclosing Party”) whether before or after the date hereof to the other party “Recipient” orally or in writing or (b) learned by the Recipient through observation or examination of any documents, books, records, data or products of the Disclosing Party or in carrying out its functions hereunder:</p> <ul style="list-style-type: none">(i) any information in which the Disclosing Party claims a proprietary and/or confidential interest;(ii) all confidential matters of the Disclosing Party (whether marked as confidential or not) including, without limitation, software (including the Software), technical information, Know-how, trade secrets, technical data, analyses, compilations, concepts, technical processes, databases, formulae, specifications, inventions, research projects, client lists, pricing policies, operational methods, financial information, marketing information and other business affairs of the Disclosing Party;(iii) any information of a confidential nature concerning the Disclosing Party’s clients, suppliers or employees; and(iv) any information the Disclosing Party has received from others, which the Disclosing Party is obliged to treat as proprietary and/or confidential.
“Effective Date”	<p>means the date on which the Client has paid the Charges in full in accordance with Clause 4 of the Agreement.</p>
“Hosting Environment”	<p>see Schedule 2</p>
“Installation Date”	<p>means the date on which the Software has been installed on the Server and is available for use by the Client.</p>
“Intellectual Property Rights”	<p>means all intellectual property rights, including without limitation all patents, trademarks, service marks, registered designs, applications for any of the foregoing, trade and business names, unregistered trademarks and service marks, including goodwill in relation to the foregoing, Know-how, copyright, database rights, rights in designs (whether registerable or not), inventions, rights under licences and consents in relation to any such rights and rights of the same or similar effect or nature in any part of the world.</p>
“Internet”	<p>means the worldwide network of computer networks that use the TCP/IP network protocols to facilitate data transmission and exchange.</p>
“Know-how”	<p>means the processes, techniques and methods of working all of a secret, confidential or proprietary nature which have been or are being developed by Terminalfour and including all scientific, engineering, information, expertise and manufacturing design and software specifications designs or codes (whether object code or source code) in or to the Software.</p>
“Server”	<p>means a computer server upon which the Software is installed.</p>
“Site”	<p>means a location accessible on the Internet through the World Wide Web which is published using the Software and which provides multimedia content via a graphical user interface</p>

and/or a privately maintained computer network and which may be accessed only by the Client or persons authorised by the Client.

“Software”

means the proprietary software of Terminalfour titled as “Terminalfour Web Content Management & Digital Engagement Platform”

“Support Documentation”

means user manuals for the Software that is provided to the Client in electronic form at the time of delivery of the Software.

“Term”

means the term of this Agreement as set out in Clause 3;

“Territory”

means the United Kingdom of Great Britain and Northern Ireland;

“World Wide Web”

means the method of representing and obtaining graphical data and linking data items used by Internet users.

SCHEDULE 2 – HOSTING ENVIRONMENT SERVICES AND PAYMENT TERMS

1. DESCRIPTION OF HOSTING ENVIRONMENT SERVICES

The “**Hosted Environment**” is collectively defined as:

Component name	Quantity	Max Memory Allocation per server	Target uptime
Software Production Server	1	8GB	99.9%
Software Non-Production Server	1	4GB	99.9%
Website Production Server	1	4GB	99.99%
Website Non-Production Server	1	2GB	99.99%
Cloud Load Balancer	1	N/A	99.99%

Software: Terminalfour Web Content Management & Digital Engagement Platform

Territory: United Kingdom of Great Britain and Northern Ireland

Normal Office Hours: Defined as 9.00am to 5.30pm Monday to Friday excluding public holidays.

2. CLIENT CONTACT DETAILS

Client Primary Contact

Name: to be advised by Client
Telephone Number: to be advised by Client
Email address: to be advised by Client

Client Secondary Contact

Name: to be advised by Client
Telephone Number: to be advised by Client
Email address: to be advised by Client

3. PAYMENT TERMS

- 3.1 Payment of the annual charge of £XXX for the Subscription Services, shall be due and payable within 30 days of the Installation Date (the "Charge") and shall be subject to annual index linked variation upon each Renewal Date to reflect the annual increase in the Consumer Price Index ("CPI"). At the end of any twelve-month term Terminalfour may increase the Charge by an amount no greater than 3% higher than the annual increase in the CPI. If Terminalfour wishes to increase the Charge by an amount greater than 3% higher than the annual increase in the CPI then Terminalfour may do so by giving thirty (30) days' notice in writing to Client and Client may choose to reject the increase within ten (10) business days after receiving such notice and terminate this Agreement.
- 3.2 The Client shall pay to Terminalfour the sum of £ for Professional Services (a once-off charge).
The Charges shall be paid by the Client to Terminalfour as follows:
- 3.2.1 seventy-five per cent (75%) of £ (Professional Services) within 30 days of Terminalfour issuing the invoice in respect of the Charges; and
- 3.2.2 twenty-five per cent (25%) of £ (Professional Services) within 30 days of the launch of website or completion of work.
(or where the amount is less than £20,000:
One hundred per cent (100%) of £ within 30 days of Terminalfour issuing the invoice in respect of the Charges.

For the avoidance of doubt, the Charges shall include installation of the Software on the Server by Terminalfour.

SCHEDULE 3 – SUPPORT PROCEDURES

1. Support Procedure

All requests for support must adhere to the following procedure:

- Terminalfour must be contacted via one of the following:
 - by telephone: 01753 542 234
 - by email at: clientsupport@terminalfour.com
 - via self-service: <https://support.terminalfour.com>
- Only Client's Primary and Secondary Contact is authorised to log support issues with Terminalfour
- Terminalfour personnel will determine if the reported problem falls within the terms of this Agreement and will either invoke the following procedure or hand the call off (e.g. administration departments/Client Liaison) as appropriate.

2. Problem Investigation Procedure

While Terminalfour monitors the normal operation of the Hosting Environment, when Client suspects a problem has occurred, the following procedure must be adhered to:

- Client will gather as much information about the problem as possible. In particular, the following information should be available:
 - A detailed description of the suspected problem.
 - Specific information of the operation, which caused the failure.
 - Particulars of the environment in which the Software operate.
 - If possible, the Client should determine the conditions under which the fault can be replicated.
- Terminalfour will acknowledge reported problem with a response email to the Client support representative, which shall be the reference for further communication on the reported problem.
- Terminalfour will initially classify reported problems in accordance with the following criteria:
 - Priority 1 issues - system non-functional or essentially unusable.
 - Priority 2 issues - system partially usable or temporary work around available.
 - Priority 3 issues - minor problems with low impact on operations.
 - Priority 4 issues - insignificant problems such as documentation errors.
- Terminalfour will initially attempt to qualify the suspected issue as an actual issue and will require the Client to perform checks and tests to further isolate the suspected issue.
- Where further Client checks are inconclusive or are liable to affect live operation of the system, Terminalfour will attempt to replicate and test the suspected issue internally.
- Following confirmation of a problem, Terminalfour will continue to investigate the issue and may require Client to perform tests in order to identify a fix or work around.
- If a fix or work around is not available within the following time frames following confirmation of the issue, Terminalfour will escalate the reported issue to Terminalfour's software development team, original manufacturer/software provider (if applicable) or data centre provider for further intervention.

Priority	Ticket response target	Target resolution or Escalation
Priority 1 issues	2 working hours	4 working hours
Priority 2 issues	4 working hours	8 working hours
Priority 3 & 4 issues	8 working hours	48 working hours

- Terminalfour will provide fixes or work around as soon as practicable and will provide regular updates on the progress of the problem resolution process at times agreed with Client or according to the following time scales:
 - Priority 1 issues - 4 hourly.
 - Priority 2 issues - on a daily basis.
 - Priority 3 issues - on a weekly basis.

- Priority 4 issues - when problem initially logged only.

3. Remote Access Procedure

If, as a result of a query or report of a suspected problem by Client, Terminalfour decides remote access is required, the following procedure will be utilised:

- Terminalfour will access the Software and Hosting Environment remotely.
- Terminalfour will take all reasonable precautions to prevent remote access activities from causing interruptions in service on live systems.
- If an interruption in service is necessary to complete remote access activities, permission will be sought from Client. At Client's option, activities will be completed or deferred to a later time mutually agreed by Terminalfour and Client.

4. Client Responsibilities

4.1 Technical Procedures

Client agrees to follow the technical procedures set out in Schedule 3 hereto when using any of the Subscription Services.

4.2 Co-operation

Client will make their best efforts to follow the instructions of Terminalfour support personnel to investigate, test and verify any problems and will maintain courteous and proper behaviour during any communications with Terminalfour personnel.

4.3 Change of Designated Location

Terminalfour agrees to advise the Client of any change in the Designated Location(s) of the Software by giving not less than 30 days' prior written notice to the Client.

4.4 Software Rights

Client acknowledges and agrees that the Software including, but not limited to, documentation, patches, fixes or by-passes, if any, provided by Terminalfour or the original manufacturer for the Software remain the exclusive property of either Terminalfour or the original manufacturer, as the case may be, and may be provided to others by Terminalfour.

4.5 Remote Access Facilities

Client permits Terminalfour to have IP access to the Software and clearly defined operational procedures for the purposes of providing the remote access service.

4.6 Misuse of Software

This Agreement applies only to the operation of the Software under the conditions and in the environment for which they were designed and as determined by Terminalfour. It does not include support requests arising from abuse, misuse or modification of the Software unless such modifications have received prior written approval.