G-CLOUD 14 TERMS AND CONDITIONS

PLEASE NOTE:

This Agreement incorporates the terms and conditions set out in the G-Cloud Framework Agreement, G-Cloud Call-Off Contract and the completed Order Form.

Should there be any conflict between those agreements, the parties agree that the following order of precedence applies:

1. G-Cloud Framework Agreement
2. G-Cloud Call-Off Contract
3. The completed Order Form
4. The Namos G-Cloud 14 Ts & Cs (these Terms and Conditions)

Definitions in this document

Affiliate means any person, partnership, joint venture, corporation, subsidiary, or other form of enterprise, domestic or foreign, directly or indirectly controlling, controlled by or under common control with the Customer or Namos.

Agreement These terms and conditions together with the Schedules and any Agreed Form documents (including the Project Documents)

Equipment any computer hardware and equipment owned by the Customer and/or to be acquired and supplied by the Customer relating to the Services in accordance with the Agreement.

Fees The fees payable for Services to be provided under this Agreement as detailed in a Order Form.

Location(s) an address of the Customer at which Software is to be installed or Services are to be delivered as detailed in an Order Form or other Project Documentation.

Order Form the Call-Off Order Form or any other Order Form agreed between the parties that details the Services and the related Fees, signed by the Customer, or any other agreement between the Parties in writing that details Services to be provided and any related Fees.

Project Document the latest dated project document issued by Namos in respect to any aspect of the Services being provided.

Ready for Use installed and capable of live production or actually used by the Customer in its business.

Services the services to be provided by Namos to the Customer under this Agreement as more particularly described in an Order Form and associated Project Documentation

Software any Third-Party Software specified in an Order Form.

Statement of Work (SOW): means a Statement of Work signed by each of the parties detailing the scope of the Services, any Project Plan (describing the work to be completed, the estimated timetable and responsibilities for the provision of Services), implementation plan, acceptance tests and acceptance criteria, specifications, training to be provided, Support Services and related Fees or other matters relating to (and incorporating) the Agreement.

Support Agreement Namos' standard policy for providing support services in relation to the Services as more particularly described in the Order Form ("Support Services"), as amended by Namos from time to time.

Third Party Software third party software supplied to the Customer by Namos and specified in an Order Form or SOW.

Training any training in the use of the Software to be provided by Namos for the Customer's staff as detailed in any Order Form or other Agreed Form Project Document.

The Order Form and any SOW form part of this Agreement and shall have effect as if set out in full in the body of this Agreement. Any reference to this Agreement includes the Schedules.

1. Scope of Services.

1.1 This agreement and the **G-Cloud Terms** together with any **Statement of Work, Order Form** and associated **Schedules** and any other **Project Documents** provided by Namos **("the Agreement")** operates as a framework agreement which defines the contractual terms and conditions under which Namos will supply **Services** to the **Customer**.

1.2 Whilst this Agreement remains in force the **Parties** shall agree the provision of Services as detailed in Clause 3.

1.8 **Additional Services.** Namos will carry out any additional services not covered by the G-Cloud Terms, as may be agreed between the Parties from time to time in a separate SOW and any additional Schedules.

2. Performance of Services

Subject to the Customer's compliance with this Agreement, Namos shall, subject to and in accordance with this Agreement and any applicable Project Documents:

(a) perform the Services in accordance with the **Project Documentation** with all reasonable skill and care and in a timely, reliable and professional manner using employees with appropriate skills, qualifications and experience.

(b) provide the Software under the terms of this Agreement and deliver and install (where applicable) the Software and by its agreed delivery dates (as applicable to that item);

(c) integrate and configure the Software and Equipment and provide **Migration Services** where agreed;

(d) carry out, in conjunction with the Customer, any applicable **Acceptance Tests**; and,

(e) use reasonable endeavours to provide the **Services Ready for Use** by any agreed completion date.

3. Service and Software Recommendations.
Namos is not a manufacturer of Software and all Third-Party Software is supplied from third party sources. Any advice provided by Namos on Software or Service selection is based upon the requirements of the Customer's business as made known by the Customer to Namos at the time of the Order Form and shall be consistent with such standard as is applicable to those providing such advice generally including recommendations made from time to time by such equipment manufacturers, or other relevant third party software providers.

4. Supply of Third-Party Software.
The Customer's use of any Third-Party Software is governed by the terms of the agreement with the provider of that Third-Party Software, and its warranties. Use of Third-Party Software is at the Customer's sole risk. Third Party Software is provided "as is" and Namos is not responsible in any way for any Third Party Software's performance, features or failures and makes no warranty in respect to the Third Party Software being fit for the Customer's specific purposes. Namos shall provide any Third Party Software to the Customer under the standard licence terms provided by the relevant third parties, copies of which shall be provided to the Customer, and the Customer agrees to be bound to the relevant third parties by such licence terms and to ensure that its Affiliates are bound under similar obligations owed to the relevant third parties.

5. Documentation.

Namos shall provide to the Customer from time to time copies of documentation containing up-to-date information for the proper use and maintenance of any delivered Software. Such documentation may be supplied in electronic form.

6. Support for Third Party Services.

Namos shall provide Support Services in relation to the Software and Equipment as detailed in any Order Form.

7. Third Party Warranty.

Namos makes no representation whatsoever in respect to any third-party Software made available through or provider to the Customer in the provision of the Services and are not responsible for the Customers use of any third-party Equipment or Software, property damage, or other harm or losses arising from or relating to the Customer's use of any third-party Equipment or Software. Any warranty provided to Namos in respect of the Software or Services supplied under the Agreement shall, where possible, be transferred to the Customer, subject to any terms or restrictions imposed by the software vendor.

8. Agreeing Services and Project Documents.

8.1 The Customer acknowledges that:

(a) Namos is reliant on the information being provided to it by the Customer as being complete and accurate, and that the due diligence Namos carries out and questions asked of the Customer, as well as the Order Form, SOW and other Project Documents prepared and agreed will all be based upon this information.

(b) Namos is reliant on the Customer being able to provide it with, or provide it with access to, all assets (including documentation, content, code, software, intellectual property rights, and any other physical or digital materials) that Namos deems necessary in order to fully carry out the due diligence process, and subsequently to perform the Services.

8.2 The Customer acknowledges that the Services may not be able to be performed adequately or meet the Customer's requirements where information provided by the Customer to Namos is incomplete, incorrect, or misleading.

8.3 **Agreeing Project Documents.** On receipt of any Project Document from Namos (at any time), the Customer shall promptly review such documents and may reject them (having provided Namos in writing its reasons for any rejection) no later than 7 Business Days after they are first delivered to the Customer. Any documents provided to the Customer in respect to the provision of Services under this Agreement which are not rejected by the Customer within seven Business Days of receipt shall be deemed to have been accepted in full by the Customer.

8.4 If the Customer does reject any Project Document, Namos shall then revise the document (taking reasonable account of the Customer's comments) and re-submit the document to the Customer for approval within 10 Business Days of the Customer's notice of rejection. The process in this clause shall continue to apply to any subsequent rejections.

8.5 The Customer acknowledges that any work which is not specifically detailed in a Project Document is out of scope and subject to additional charges.

9. Delivery Dates for Services.

9.1 Namos shall use reasonable endeavours to meet the performance dates specified in any Project Document or applicable Schedule, but unless otherwise agreed in writing, any such dates shall be estimates only and time shall not be of the essence (provided always that Namos shall use all reasonable endeavours to complete delivery as soon as reasonably possible).

9.2 Delivery shall be made during normal Business Hours (excluding bank or public holidays). Namos may levy additional charges for any deliveries made outside such hours at the Customer's request.

9.3 Unless otherwise detailed in applicable Project Documentation, the Customer shall be responsible (at the Customer's cost) for preparing the delivery location for the delivery of the Software and/or Services and for the provision of all necessary access and facilities reasonably required by Namos.

9.4 Unless otherwise set out in an Order Form or other Project Documentation, Namos is not responsible for unpacking, installing, or checking the Software, which will be the responsibility of the Customer.

9.5 **Extensions of time to any delivery dates for the provision of Services.** Namos shall be given an extension of the timetable of any one or more of the stages in any Project Document or for any other Services if one of more of the following events occurs: (a) a variation to Services is made at the Customer's request or a request is made for something out of scope; (b) a Force Majeure Event occurs as described in this Agreement; (c) a delay is caused in whole or in part by an action or omission of the Customer or its employees, agents or any third-party.

9.6 If Namos is entitled to an extension of time under clause 9.5, it shall give written notice to the Customer not later than thirty days after having become aware of the event. Such notice shall specify the event relied on and, in the case of a force majeure event, shall estimate the probable extent of the delay.

9.7 The Parties shall use best endeavours to agree in writing, signed by both Parties, what extension of time and variation to the Agreement is reasonable in the circumstances. Any SOW or any applicable timetable or Fees payable shall be deemed amended accordingly.

9.8 If Namos' performance of its obligations under this Agreement is hindered, prevented or delayed by any act or omission of the Customer, the Customer's agents, sub-contractors or employees, the Customer will be liable to pay to Namos, on demand, all reasonable costs, charges or losses sustained or incurred by it (including loss of opportunity to use Namos resources elsewhere), subject to Namos confirming such costs, charges and losses to the Customer in writing. If Namos can demonstrate that the delay has resulted in an increase in cost to Namos of carrying out its obligations under this Agreement, Namos

may at its sole discretion increase any applicable Fees by an amount not exceeding any such demonstrable cost.

9.9 **Acceptance Tests**. Where applicable the Parties shall agree acceptance tests for the Services as detailed in a SOW. These criteria and data ("Acceptance Tests") shall be such as are reasonably required to show that the Services in whole or part comply with any specification agreed between the Parties in writing.

10. Changes to the Services.

10.1 **Change Requests.** If either party requests a change to the scope or execution of the Services, Namos shall, within a reasonable time, provide a written estimate to the Customer of: (a) the likely time required to implement the change; (b) any variations to Namos' Fees arising from the change; (c) the likely effect of the change on any project documents; and (d) any other impact of the change on the terms of this Agreement.

10.2 Namos has no obligation to make any changes to the Services unless and until the parties have agreed in writing on the necessary variations to its Fees, the Project Documents and any other relevant terms of this Agreement to take account of that change.

10.3 **Changes to Third Party supplier terms.** The Customer acknowledges that any third Party supplier may make changes to their terms and conditions from time to time, provided that where any such changes substantially adversely affect the Customer's receipt of the Services, Namos will: (a) give the Customer reasonable notice of not less than 30 days of such Namos change prior to it being implemented; (b) promptly provide the Customer details of any third party change as soon as Namos has been notified in writing by such third party.

10.4 **Compliance with Law or Regulation**. The Customer acknowledges that Namos may from time to time and with or without notice, change the Services in order to comply with any applicable law and regulation. In such circumstances, Namos will use reasonable endeavours to ensure that the Services continue to meet the requirements agreed between the Parties. Namos reserves the right to increase any applicable Fees to reflect the cost of any change in applicable law or regulation.

11. Project Personnel.

11.1 **Appointing a Project Lead.** Both Parties shall appoint suitably qualified, competent, and trained individuals (and provide details of those individuals to the other Party), who shall have the responsibility and commensurate authority for the overall progress of the Services and to whom all questions regarding this Agreement can be referred.

11.2 Both Party's **Project Managers** shall co-operate with the other and shall attend meetings agreed at reasonable intervals or where otherwise specified in applicable Project Documentation to advise and assist Namos on all matters relating to the Services.

11.3 **Ensuring continuity of Project Teams.** Both Parties agree to take all reasonable steps to maintain continuity in relation to their **Project Team** for any Services and that any **Key Individuals** (named in any Order Form) shall not be replaced without notice to the other, unless: (a) the individual to be replaced is prevented by ill health from carrying out his duties in connection with the agreement for a significant period; (b) the individual resigns from employment with that Party; (c) the contract of employment of the individual is terminated; or (d) either Party makes a reasonable, written request to the other to replace the individual because they have performed unsatisfactorily or have caused a breach of any of the other Party's obligations under this Agreement.

11.4 If any such person is replaced, each Party shall consult with the other about the identity of a suitable replacement. The Parties shall meet as soon as practicable to discuss its implications and to negotiate in good faith with a view to agreeing such changes as are reasonably required to this Agreement or any Project Document.

12. Customer Obligations.

12.1 **The Customer shall:** complete all its obligations as detailed in any Project Documents and provide Namos with timely co-operation in relation to this Agreement; and access to such information as may be required by Namos in order to render the Services, including but not limited to, Customer personnel, premises and other facilities, security access information and configuration services and Customer Data and documentation requested for the provision of the Services (and ensure that such information and data is accurate in all material respects) and afford to the authorised personnel of Namos during normal working hours, or as otherwise agreed, access to any relevant Location and shall provide adequate free working space and such other facilities at such Location as may be reasonably requested by Namos for the delivery, installation, implementation and, if applicable, testing of the Services or to provide the Services. The Customer shall comply with its obligations under applicable health and safety regulations with respect to the provision of such access and facilities to Namos. Namos will take all practical steps to ensure that its personnel will, whenever on Customer's premises, obey all reasonable security and health and safety standards, procedures and directions notified to it by Customer. In the event of any delays in the Customer's provision of such assistance as agreed by the Parties, Namos may adjust any agreed timetable or delivery schedule as reasonably necessary.

12.2 The Customer acknowledges that Namos' ability to provide the Services is dependent upon the Customer's full and timely co-operation as well as the accuracy and completeness of materials and any information and data the Customer provides. Namos is not responsible for any loss suffered by the Customer if the Customer does not provide it with this access, cooperation and information.

12.3 The Customer shall:

(a) subject to any Training provided by Namos as detailed in a Order Form, be solely responsible for ensuring that all users of the Services are trained in the use of the same. Namos shall have no responsibility to provide support if support issues are deemed by Namos to be the result of misuse or

lack of appropriate training by the Customer in the use of Services;

(b) be responsible for the provision of and ongoing payment of any and all fees for the provision of third party services required for the use of the Services unless otherwise provided for by Namos in an Order Form;

(c) obtain and shall maintain all necessary licences, consents, and permissions necessary for Namos, its contractors and agents to perform their obligations under this Agreement, including without limitation the Services;

(d) be responsible for procuring any third party co-operation reasonably required for the receipt of Services and hold current up-to-date maintenance, support or active subscription agreements in place with all aspects of the Customer Infrastructure and systems to allow Namos to seek and receive technical assistance when necessary in respect to the Support Services. In the event that there is no such third party support agreement in place, Namos shall have no obligation to provide support and may at its sole option provide reasonable assistance to the Customer in resolving any issue or may suspend Services. For the avoidance of doubt, unless otherwise provided in writing in an Order Form the Customer shall be responsible for the provision of and ongoing payment of any and all fees for the provision of Third Party Services required for the use of the Services;

(e) be solely responsible for procuring and maintaining its network connections and telecommunications links from its systems to the Services, and all problems, conditions, delays, delivery failures and all other loss or damage arising from or relating to the Customer's network connections or telecommunications links or caused by the internet;

(f) upgrade any part of the **Customer Infrastructure** as may be requested by Namos where required to meet any the minimum specification detailed in any Project Document (as amended from time to time) to continue to use the Services. In the event that the Customer fails to follow such instructions, neither Namos nor its suppliers shall be liable for any degradation or disruption to the Services in the event the Customer does not make the required upgrade;

(g) operate best practice and ensure appropriate security precautions are taken in connection with its use of the Services. The Customer is responsible for taking all reasonable steps to mitigate the risks inherent in the provision and receipt of the Services, including data loss and taking all reasonable and usual precautions to safeguard the Customer technology infrastructure, including operating firewalls and virus checks and implementing effective and appropriate data security in respect to the receipt of Services.

(h) not make any material changes to the Customer Infrastructure whatsoever, without Namos' prior written consent.

12.4 The Customer shall be responsible for ensuring that any relevant Customer Equipment is installed and operational at a Location before any date specified in a Project Document for the provision of Services at such Location and be responsible for procuring any third party co-operation reasonably required for the receipt of Services any time.

13. Expenses.

13.1

Any fixed price contained in the Order Form excludes:
(1) Unless otherwise agreed in an Order Form, the cost of hotel, subsistence, travelling and any other ancillary expenses reasonably incurred by the Namos team in connection with completing the work, and the cost of any materials or services reasonably and properly provided by third parties required by Namos to complete the work. Such expenses, materials and third party services shall be invoiced by Namos at cost; and, (2) VAT, which Namos shall add to its invoices at the appropriate rate.

Expenses. The Customer shall reimburse Namos for any reasonable expenses necessarily incurred by Namos in connection with the provision of the Services as detailed in an Order Form.

Increases to Fees. Namos may also be entitled to increase Charges to reflect any increase in fees from its suppliers at any time.

14. Warranties.

10.1 Namos does not warrant or represent: (a) that the Services will be fit for any purpose or use other than that specifically stated by Namos in writing; or (b) that it will be able to rectify all defects, provided that it shall use all reasonable endeavours to rectify such defects in accordance with service levels in the applicable Support Agreement. The Customer acknowledges that non-material defects in the Services shall not constitute a material breach of this Agreement or prevent acceptance of the Services.

10.3 Namos: (a) does not warrant that the Customer's use of the Services will be uninterrupted or error-free; nor other than to the extent specifically detailed in any Project Document, that the Services, will meet the Customer's requirements; and (b) 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; and, (c) shall not be obliged to rectify or be liable in any way for, and any authorised modifications, alteration, use, repair or maintenance of the Services by any other person other than a representative of Namos, shall render any warranties, obligations and support obligations in relation to this Agreement, null and void.

10.4 The warranties, representations (and where applicable, warranties) set out in this clause are in lieu of all other express or implied warranties or conditions, including implied warranties or conditions of satisfactory quality and fitness for a particular purpose, in relation to this Agreement.

15. Confidentiality & Publicity

15.1 Each party undertakes that it shall not at any time during this agreement, and for a period of five years after termination of this agreement, disclose to any person any

confidential information concerning the business, affairs, customers, clients or suppliers of the other party, except as permitted by Clause 15.2.

15.2 Each party may disclose the other party's confidential information: (a) to its employees, officers, representatives or advisers who need to know such information for the purposes of exercising the party's rights or carrying out its obligations under or in connection with this agreement. Each party shall ensure that its employees, officers, representatives or advisers to whom it discloses the other party's confidential information comply with this Clause 15; and (b)as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.

15.3 No party shall use any other party's confidential information for any purpose other than to exercise its rights and perform its obligations under or in connection with this agreement.

15.4 Neither party shall publish any details about the relationship between the parties or the services without the other party's prior written consent.

16. Customer Data and Materials.

16.1 All materials or content provided by the Customer for incorporation into the Services shall be owned by the Customer (provided that they do not contain any of Namos' Intellectual Property Rights) and the Customer shall have sole responsibility for the legality, reliability, integrity, accuracy and quality of the Customer Data. The Customer warrants that all Intellectual Property Rights in such content and data are the Customer's property or that the Customer has a license to use the same for the purpose of their incorporation and use as part of the Services. The Customer grants Namos the non-exclusive right to use such items for the purpose of performing its obligations under this Agreement. The Customer shall own all rights, 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.

16.2 Namos shall not be responsible or liable for any loss, destruction, alteration or disclosure of Customer Data or Materials caused by any third party.

17. Term and Termination.

17.1 **Provision of ongoing/renewing Third Party Services**. The provision of ongoing Services shall commence on the date specified in an Order Form and throughout any Initial Term detailed therein, and (unless otherwise stated in a specific Order Form) thereafter, the agreement for the provision of those Services shall be automatically renewed for successive rolling periods of 12 months, or such other term as may be detailed in the Order Form (each a Renewal Term), unless: (a) either party notifies the other party of termination, in writing, in accordance with the terms of termination as detailed in the applicable Order Form. The termination of the Call-Off Contract shall not automatically terminate any Third Party Services agreement which shall continue in force until the end of its applicable term.

17.2 **Termination** Either Party may terminate the Agreement or any Order Form by written notice to the other if the other

Party repeatedly breaches any of the terms of this 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 of this Agreement.

17.3 **Consequences of Termination.** On termination all outstanding unpaid invoices in respect of the Services shall become immediately payable (except where fees are the subject of a bona fide dispute). Namos shall submit invoices for any Services that it has supplied, but for which no invoice has been submitted, and the Customer shall pay these invoices immediately on receipt.

17.4 **Transition Support**. Following the service of a termination notice for any reason, Namos may on agreement between the parties for a maximum period of three months, continue to provide the Services in accordance with this Agreement, (subject to the Customer's full compliance with the Agreement and provided that all undisputed Fees are paid in full) and shall, if requested by the Customer, provide reasonable assistance to the Customer and/or any Replacement Supplier (subject to appropriate confidentiality undertakings being entered into) to the extent reasonably required to facilitate the smooth migration of the Services to the Customer, or a Replacement Supplier.

17.5 Namos shall use all reasonable endeavours, at the Customer's request, to assign or novate, whether in favour of the Customer or any alternative supplier, any contract for Services between Namos and any third party performing any part of the Services.

17.6 If termination is by the Customer as a result of Namos' material breach, such reasonable co-operation and assistance shall be provided at no cost to the Customer, in all other cases Namos may charge a reasonable sum at its then day rates in force (for the appropriate personnel) or for such other resource, to cover the cost of providing such co-operation and assistance (plus any expenses to be recovered at cost).

18. Non-Solicitation

No party shall , without the prior written consent of the other, at any time from the date of the Agreement to the expiry of six (6) months after its termination, solicit or entice away from the other or employ or attempt to employ any person who is, or has been, engaged as an employee or sub-contractor of the other. Any consent given by the other in accordance with this Agreement in writing shall be subject to the Customer paying to the other a sum equivalent to 20% of the then current annual remuneration of the other's employee or sub-contractor or, if higher, 20% of the annual remuneration to be paid by the other party to such employee or sub-contractor.

19. General.

19.1 Neither Party may assign, transfer or otherwise dispose of any of its rights or obligations under the Agreement without the prior written consent of the other, such consent not to be unreasonably withheld or delayed, except that Namos may assign within its group of companies without consent.

Each Party shall remain primarily liable to the other in respect of any act or omission of any sub-contractors as if any act or omission were its own.

19.2 This Agreement, including the Schedules, supersedes all prior representations, arrangements, understandings and agreements between the Parties (whether written or oral) relating to its subject matter and expresses the entire complete and exclusive agreement and understanding between the Parties at the date of execution of this Agreement. Each Party warrants to the other that it has not relied on any representation arrangement understanding or agreement (whether written or oral) not expressly set out or referred to in this agreement. Neither party may make any claim or seek any remedy under this agreement in respect of misrepresentation (whether negligent or otherwise) or untrue statement made by the other party except that this clause does not purport to exclude any liability for fraudulent misrepresentation.

19.3 TUPE. It is the parties' intention and understanding that the provisions of the Transfer of Undertakings (Protection of Employment) Regulations 1981 (as subsequently amended or re-enacted) ("TUPE") do not apply to this agreement and none of either party's staff shall transfer to the other party upon any circumstances occurring as contemplated by TUPE or otherwise by operation of this agreement. The parties shall take all reasonable steps to avoid circumstances that give rise to a situation where the provisions of TUPE are likely to apply by operation of this agreement. For the avoidance of doubt, each party shall fully indemnify and keep indemnified the other party against all costs and claims the first party may suffer arising from either the intended or unintended transfer of personnel from the application of TUPE to the operation of this agreement.

19.4 Any variation of this Agreement must be in writing, and signed by an authorised representative of each of the parties. No term or provision hereof will be deemed waived and no breach excused unless such waiver or consent will be in writing and signed by the party whose waiver or consent is required.

19.5 Each provision of this document shall be construed separately and notwithstanding that the whole or any part of any such provision may be held by any body of competent jurisdiction to be illegal invalid or unenforceable the other provisions of this agreement and the remainder of the provision in question shall continue in full force and effect. The parties hereby agree to attempt to substitute for any invalid or unenforceable provision a valid or enforceable provision which achieves to the greatest extent possible the economic legal and commercial objectives of the invalid or unenforceable provision.

NAMOS SOFTWARE SCHEDULE

LICENSE TO USE NAMOS SOFTWARE

End Users the Customers partners who are approved by Namos in writing to be permitted to use the Namos Software.

Namos Software the Namos Software as detailed in an SOW

Term the term of the license to use the Namos Software in accordance with this Schedule and any other terms applicable to the Namos Software as detailed in an SOW

Updates any updates (including patches, security updates and hot fixes) to the Namos Software made available to the Customer.

Users the Customer's employees and End Users who the Customer authorise to use the Namos Software in accordance with this Schedule and within the limitations set out in the SOW. Usage by End Users is permissible only when agreed in writing in advance, and as outlined in an SOW.

1 LICENSE

1.1 Subject to the Customer's compliance with the Master Services Agreement to which this Namos Software License is attached, the restrictions set out in this clause 1 and the other terms and conditions of this Schedule, Namos hereby grants to the Customer a personal, non-exclusive, non-transferable, sub-licensable (subject to the terms herein), revocable right:

    (a) to permit Users to use the Namos Software during the Term solely for the Customer's business operations; and,

    (b) to access and use the Namos Software within the limits of this Schedule and any applicable SOW.

1.2 **Limitations on Use.** The rights provided under this Schedule are granted to the Customer only and shall not be considered granted to any subsidiary or holding company unless otherwise agreed in writing.

1.3 Except to the extent expressly permitted under this Schedule and to the maximum extent permitted by law, the Customer shall not: (a) (i) attempt to copy, reproduce, modify, duplicate, create derivative works from, frame, mirror, republish, download, display, transmit, or distribute all or any portion of the Namos Software in any form or media or by any means; or (ii) attempt to reverse compile, disassemble, reverse engineer or otherwise reduce to human-perceivable form all or any part of the Namos Software; or; (b) access all or any part of the Namos Software in order to build a product or service which competes with the Namos Software; or (c) use the Namos Software to provide services to third parties or offer any part of the Namos Software for sale or distribution over any other medium; or (d) license, sell, rent, lease, transfer, assign, distribute, display, disclose, or otherwise commercially exploit, or otherwise make the Namos Software available to anyone except the Users or End Users; or (e) attempt to obtain, or assist third parties in obtaining, access to the Namos Software; or (f) permit any third party (except End Users) to benefit from the use or functionality of the Namos Software.

1.4 **The Customer's responsibility for Users.** The Customer are responsible for any User's or End User's breach of this Schedule and shall be liable for and defend and indemnify Namos against any actions or inactions of such Users.

1.5 **Transfer or reproduction of Namos Software**. The Customer may make such copies of the Namos Software as are reasonably necessary for use in accordance with this Schedule and for the purposes of backup and security. Neither the Customer nor any End User has the right to make, or authorise the making of, any copies of the Namos Software other than as described in this Schedule.

1.6 **Third Party Software.** The Namos Software may include components owned by third parties and licensed directly to the Customer by that third party. These components are made available to the Customer "as is" without warranty or liability of any kind. For more information about such components, please see clause 8 of the Master Services Agreement.

1.7 **Termination.** Namos reserves the right, without liability to the Customer or any End User, to terminate the Customer's or any End User's rights to use the Namos Software (and to do so remotely), without liability at any time: (a) as a result of any breach of the provisions of this Schedule; (b) if the Customer become bankrupt or insolvent, go into liquidation, are subject to any winding up petition, make an arrangement with the Customer's creditors, have an administrator, administrative receiver or other receiver appointed, or if the Customer are subject to any similar action in any jurisdiction; (c) if the Customer fail to pay any sums due in respect of the Namos Software.

2 WARRANTY

2.1 Namos warrants that the Namos Software and any Updates will substantially conform to the applicable documentation for ninety 90 days following the date the Namos Software is made available to the Customer for use. This warranty only applies to on-premise deployments of the Namos Software and does not apply if the Namos Software or any other equipment upon which the Namos Software is authorized to be used: (i) has been altered, except by Namos or its authorized representative, (ii) has not been installed, operated, repaired, or maintained in accordance with instructions supplied by Namos, or (iii) is licensed for beta, evaluation, testing or demonstration purposes. Namos shall not be obliged to rectify any particular defect if attempts to rectify such defect other than normal recovery or diagnostic procedures have been made by the Customer's personnel or third parties without the permission of Namos.

2.2 At Namos' option and expense, Namos shall repair, replace, or cause the refund of the license fees paid for the non-conforming Namos Software. This remedy is conditioned on the Customer reporting the non-conformance in writing to Namos within the warranty period. Such repair, replacement or refund constitutes the Customer's sole and exclusive remedy for any breach of the warranty set out in this clause

2.3 Except as expressly set forth above, Namos and its licensors provide Namos Software "as is" and expressly disclaim all warranties, conditions, or other terms, whether express,

implied or statutory, including without limitation, warranties, conditions or other terms regarding merchantability, fitness for a particular purpose, design, condition, capacity, performance, title, and non-infringement. Namos does not warrant that the Namos Software will operate uninterrupted or error-free or that all errors will be corrected. In addition, whilst Namos will use commercially reasonable efforts to deliver the Namos Software free from any viruses, programs, or programming devices ("Malicious Code") designed to modify, delete, damage or disable the Namos Software or Customer data, Namos does not warrant that the Namos Software or any equipment, system, or network on which the Namos Software is used will be free of vulnerability to intrusion or attack but shall not be liable for any harm caused by any such Malicious Code.

2.4 The Customer assume sole responsibility for results obtained from the use of the Namos Software and the documentation, and for conclusions drawn from such use, reliance on any results and any action taken. Namos shall have no liability for any damage caused by errors or omissions in any information, instructions or scripts provided to Namos by the Customer in connection with the Namos Software, or any actions taken by Namos at the Customer's direction.

3 LIMITATION OF LIABILITY

3.1 Any and all liability of Namos, its affiliates, officers, directors, employees, agents, suppliers, and licensors collectively, to the Customer, whether based in warranty, contract, tort (including negligence), or otherwise, shall not exceed the fees paid to Namos for the Namos Software in the calendar year in which any claim is made. This limitation of liability for Namos Software is cumulative and not per incident. Nothing in this Schedule limits or excludes any liability that cannot be limited or excluded under applicable law.

3.2 The Customer shall defend, indemnify and hold harmless Namos against claims, actions, liabilities, proceedings, losses, damages, expenses and costs (including without limitation court costs and reasonable legal fees) arising out of or in connection with: (i) the Customer's or any User or End User's use of the Namos Software, or any violation of this Schedule; or (ii) any claim of any of any kind including legal fees arising from any claim, demand or action alleging that any use the Customer makes of the Namos Software is contrary to any law, code or regulation in any country.

3.3 The Customer shall indemnify Namos from any breach of this Schedule or Namos' intellectual property rights or confidential information without limit of liability.

4 UPDATES

4.1 From time to time, Namos may automatically update the Namos Software to improve performance, enhance functionality, or address security issues. Alternatively, Namos may ask the Customer to update the Namos Software for these reasons.

4.2 If the Customer chooses not to install such updates or if the Customer opts out of automatic updates, the Customer

acknowledges and accepts that it may not be able to continue using the Namos Software and/or may suffer a degradation of service. If the Customer do not deploy an Update at Namos' request, Namos reserve the right to terminate this Namos Software License.

5 OWNERSHIP

5.1 Except for the limited license rights expressly granted in this Namos Software License, Namos reserves all rights in and to the Namos Software and any modifications thereto.

5.2 Namos or its licensors retain ownership of all intellectual property rights in and to the Namos Software including copies, improvements, enhancements, derivative works, and modifications thereof. The Customer's rights to Use the Namos Software are limited to those expressly granted by this Namos Software License. No other rights with respect to the Namos Software or any related intellectual property rights are granted or implied.

5.3 The Customer acknowledge that the Customer have no right to have Use or access the Namos Software in source code form.

5.4 The Customer undertake to: (a) treat as confidential and keep secret all confidential information contained or embodied in the Namos Software, the Documentation and any confidential information conveyed to the Customer in respect to the Namos Software or through training by any means; (b) effect and maintain adequate security measures to safeguard the Namos Software and Documentation from access or use by any unauthorised person.

6 GENERAL

6.1 The Customer shall not, without the prior written consent of Namos assign, transfer, charge, sub-contract, or deal in any other manner with all or any of the Customer's rights or obligations under this Namos Software License Schedule.

6.2 Namos 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 Namos Software License.