MASTER SERVICES AGREEMENT

This MASTER SERVICES AGREEMENT (the "Agreement") is between:

INOAPPS LIMITED ("**Inoapps**"), a company incorporated under the laws of Scotland with registered number SC280651 and having its registered office at 6 Queen's Road, Aberdeen, AB15 4ZT; and

[LEGAL NAME OF CUSTOMER] ("**Customer**"), a company incorporated under the laws of [**INSERT JURISDICTION OF INCORPORATION OF THE CUSTOMER**] with offices at [**INSERT ADDRESS OF CUSTOMER**],

(each a "**Party**" and collectively, the "**Parties**")

The effective date of this Agreement shall be: DD/MM/YYYY (the "**Effective Date**").

In consideration of the Customer agreeing to pay to Inoapps the Charges in accordance with this Agreement, Inoapps agrees to provide to the Customer the Services and/or Software Programs set out in a Work Order upon the general terms and conditions of this Agreement.

1 DEFINITIONS AND INTERPRETATION

1.1 In this Agreement, unless the context otherwise requires, capitalised terms shall have the following meaning:

"**Acceptance**" means acceptance of a Service or a Deliverable as being provided in conformity with the terms of this Agreement and the applicable Work Order, subject to the procedures outlined in Clause 10.1 of this Agreement.

"**Acceptance Certificate**" means Inoapps standard form of Acceptance of Deliverables attached as Appendix A.

"**Acceptance Criteria**" means those tests which the Services and or Deliverables are required to pass to achieve Acceptance according to Clause 10.1, as set out in a Work Order, or otherwise agreed between the Parties.

"**Agreement**" means this Agreement and any other schedules or appendices attached to this Agreement which is made in writing and is signed by an Authorised Signatory of each Party.

"**Authorised Signatories**" means those people from time to time authorised to sign this Agreement, Work Orders and any Change Control Notice.

"**Bespoke Software**" shall mean software developed by Inoapps in the performance of Inoapps' obligations under this Agreement which shall contain the Customer's data and shall contain specific code that the Customer and Inoapps agree gives the Customer a competitive advantage.

"**Change Control Notice**" mean Inoapps standard form of change control attached as Appendix B.

"**Change Control Procedures**" means the procedures set out in Clause 12.

"**Charges**" shall mean fees and expenses payable by the Customer to Inoapps pursuant to this Agreement as further defined in Clause 5 and as set out in the applicable Work Order.

"**Confidential Information**" means all information obtained by one Party from the other or its representative in connection with the discussions leading up to or in the performance of this Agreement in whatever format or media obtained (and whether verbal or written) which is marked or notified to the recipient as being confidential, or which in the normal course of business would be considered to be of a confidential nature, including but not limited to, trade secrets, customer and vendor lists, business plans, methods, processes, marketing plans and materials, strategic initiatives, projections, costs, financial information, price sensitive information, reimbursements, litigation, contracts, information technology, software and all other information or data which a reasonable person would consider to be proprietary and confidential.

"**Consulting Day**" shall mean a core working day of 7 hours from 9.00am to 5.00pm with an hour break for lunch, Monday to Friday, excluding public holidays.

"**Customer Caused Event**" has the meaning given to that term in Clause 0.

"**Customer Responsibilities**" means the obligations and responsibilities of the Customer in relation to the Services as set out in this Agreement (including but not limited to Clause 4) and the applicable Work Order.

"**Data Protection Laws**" has the meaning given to that term in Clause 15.1.

"**Deliverable(s)**" shall mean any document, ideas or know how, all Bespoke Software, software configuration and related reports, specifications and user manuals developed by Inoapps in the course of performance of the Services.

"**Dispute**" includes any dispute, difference or question of interpretation arising out of this Agreement and any Work Order, including any dispute, difference or question of interpretation relating to the Services and failure to agree in accordance with the Change Control Procedure.

"**Dispute Resolution Procedure**" means the procedure described in Clause 13.

"**Expenses**" means reasonable expenses for accommodation, travel and subsistence and other out of pocket expenses incurred whilst performing the Services.

"**Go Live**" of a Deliverable shall be defined as use of such Deliverable by one or more business or technical users in the live production environment unless otherwise described in a Work Order.

"**Good Industry Practice**" means in relation to any undertaking and any circumstances, the exercise of that degree of professionalism, skill, diligence, prudence and foresight which would reasonably and ordinarily be expected from a skilled and experienced person or company engaged in the same type of activity under the same or similar circumstances.

"**Holding Company**" and "**Subsidiary**" shall have the meanings ascribed to those terms in section 1159 of the Companies Act 2006 (as amended).

"**Implementation Milestone**" means a milestone specified in a Statement of Work for the provision of Implementation Services.

"**Implementation Services**" means the supply, configuration, programming and integration of Oracle products and services and/or Software Programs as set out in a Statement of Work.

"**Initial Period**" means the minimum period calculated from the Service Commencement Date that the Customer has committed to receive and pay for recurring Services, as specified in a Work Order, and if no such period is specified, a period of sixty (60) months.

"**Inoapps Associated Company**" means any Holding Company from time to time of Inoapps or any Subsidiary from time to time of Inoapps or of such Holding Company.

"**Inoapps Software**" means software developed and supplied by Inoapps which is not Bespoke Software or Third Party Software.

"**Intellectual Property Rights ("IPR")**" means any and all intellectual property rights of any nature anywhere in the world whether registered, registerable or otherwise, including patents, utility models, trademarks, registered designs and domain names, applications for the performance of the service any of the foregoing, trade or business names, goodwill, copyright and rights in the nature of copyright, design rights, rights in databases, moral rights, know-how and any other intellectual property rights which subsist in computer software, computer programs, websites, documents, information, techniques, business methods, drawings, logos, instruction manuals, lists and procedures and particulars of customers, marketing methods and procedures and advertising literature, including the "look and feel" of any websites.

"**Key Roles**" means those roles to be fulfilled by personnel from either Party and agreed by the Parties to be essential for the successful performance of the Services.

"**Managed Service**" means the maintenance and support of the Customer's system and environments in accordance with a Statement of Work.

"**Material(s)**" shall mean any design, specifications, instruction, software, data or other like documents supplied by either Party to this Agreement to the other for the performance of the Service.

"**Order Form**" shall mean the document pursuant to which the Customer orders Software Programs, incorporating the terms of this Agreement, Third Party Supplier terms or the Software Services Agreement (as applicable), and may take the form of a Statement of Work.

"**Payment Milestone**" means a payment due from the Customer on the achievement by Inoapps of a Deliverable listed within the Work Order.

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"**Project Manager(s)**" means the named resource provided by each party that controls the Deliverables, resource and timelines for that party.

"**Project Plan**" shall mean the document detailing the timing and the level of resource required by the Parties to perform the Services and create the Deliverables described in the Work Order.

"**Schedule**" means the Schedule(s) to this Agreement.

"**Service(s)**" means the services, products or Software Programs referred to in the Work Orders to be provided by Inoapps to the Customer pursuant to this Agreement and the term "Service" shall include any one of such Services.

"**Service Commencement Date**" means the date upon which Inoapps commences providing the applicable Service pursuant to a Work Order.

"**Service Failure**" means an application or technology failure to the supported environments as set out in a Managed Service Statement of Work.

"**Service Level Agreement**" means the service level terms set out in a Managed Service Statement of Work.

"**Service Levels**" means any service levels for the provision of a Service as defined in the Work Order.

"**Software Programs**" means the Bespoke Software, the Inoapps Software and the Third Party Software.

"**Software Services Agreement**" means the agreement pursuant to which Inoapps shall supply the Software Programs to the Customer.

"**Solution Design**" means the document specifying the detailed technical or functional specifications to be provided that will be accepted by Inoapps and Customer.

"**Statement of Work**" means a document specifying the Services, Deliverables, Acceptance Criteria, Charges, Payment Milestones, payment terms, and the Parties' responsibilities in Inoapps' standard form and a Statement of Work will be provided as a separate document.

"**Third Party**" means a party who is not a party to this Agreement.

"**Third Party Software**" shall mean software provided as part of the overall transaction that is purchased from a Third Party, whether directly by the Customer or otherwise supplied by the Customer, or is supplied by Inoapps as a distributor for a Third Party and is used to perform the Services.

"**Third Party Supplier**" means a Third Party whose products and/or services are ordered by the

Customer via Inoapps.

"**Third Party Terms**" has the meaning given to that term in Clause 10.2.

"**Transitional Assistance**" means services provided by Inoapps relating to the termination or cancellation of Services and the transition thereto to an alternative service provider or to the Customer as agreed between the Parties.

"**UK Retail Prices Index**" means the most recent Retail Prices Index (All Items) (RPI) as published by the Office of National Statistics on their website (www.ons.gov.uk).

"**Work Order**" means a Statement of Work or an Order Form as applicable.

1.2   In this Agreement:

1.2.1   words importing any gender include any other gender;

1.2.2   the words "includes" and "including" are not used by way of limitation;

1.2.3   any reference to the Parties includes a reference to their respective personal representatives, heirs, successors in title and permitted assignees;

1.2.4   any reference to a person includes any body corporate, unincorporated association, partnership or any other legal entity;

1.2.5   words importing the singular number include the plural and vice versa;

1.2.6   all agreements on the part of any of the Parties to the Agreement which comprise more than one person or entity shall be joint and several; and

1.2.7   the headings in this Agreement are for convenience only and shall not affect its interpretation.

1.3   In the event of any conflict or inconsistency between the provisions of any of the constituent parts of this Agreement and any other document referred to herein, the provisions of such constituent parts shall be construed in the following order of precedence, to the extent of such conflict or inconsistency:

1.3.1   in relation to Oracle Cloud Services, Schedule 1 and the Oracle terms specified in the Work Order;

1.3.2   in relation to Third Party Services, the Third Party Terms specified in the Work Order;

1.3.3   the Software Services Agreement to the extent the Services relate to the provision of Software Programs by Inoapps to the Customer (unless otherwise agreed);

1.3.4   this Agreement;

1.3.5   any Work Order (as applicable).

2   SERVICES - GENERAL

2.1   Inoapps will provide to Customer, and Customer shall pay for, the Services in accordance with the terms of this Agreement and as set out in each Work Order. Where the Customer orders Third Party Software or services to be provided from Inoapps, the terms and conditions of the Third Party Supplier shall apply to the provision of such products and services as specified in the applicable Work Order.

2.2   Customer may request and Inoapps may recommend changes to an applicable Work Order and such changes will be governed by the terms of Clause 12.

2.3   Notwithstanding the foregoing, (i) Inoapps may make changes to any Services or Work Order which is required to conform to changes to any applicable law, regulation or safety requirement or which do not materially affect their quality or performance, and (ii) Third Party Suppliers may change their terms and conditions at any time. Such changes will not be governed by the terms of Clause 12.

2.4   Inoapps is an independent contractor of the Customer and nothing in this Agreement is intended to create an employer/employee relationship. The Parties acknowledge that the Customer shall not exercise control or direction over the manner or method by which Inoapps performs the Services that are the subject matter of this Agreement.

2.5   Inoapps shall use reasonable skill, care and diligence when providing the Services in accordance with Good Industry Practice and its own established internal procedures, and in compliance with all relevant legislation, regulations, codes of practice, and other requirements of any relevant government or governmental agency or authority.

2.6   Inoapps shall use reasonable endeavours to ensure that all persons engaged in the provision of the Services shall:

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2.6.1   where Services are performed at Customer premises, comply with all applicable health, safety, security and other office procedures and regulations of the Customer, provided (i) the same are notified to Inoapps by the Customer prior to the Service Commencement Date, and (ii) the Customer provides Inoapps personnel with any Customer specific training and any equipment to comply at the cost of the Customer;

2.6.2   be appropriately qualified and experienced to undertake their tasks; and

2.6.3   comply at all times with the obligations of confidentiality set out in this Agreement.

2.7   Inoapps shall use its reasonable efforts to complete the work by any anticipated date of completion, provided that the Customer acknowledges that:

2.7.1   any completion dates specified in a Work Order are indicative only and subject to change throughout the course of the Services and are not a contractual commitment by Inoapps that the Services will be complete by that date;

2.7.2   completion by Inoapps of its obligations pursuant to a Work Order is conditional upon completion by the Customer of the Customer Responsibilities; and

2.7.3   where the Services relate to Implementation Services, it is a joint collaboration between the Customer and Inoapps and the Customer retains overall responsibility for the Project Plan and the overall completion of the Implementation Services.

2.8   Where the Services include Managed Service, Inoapps shall, if a Service Failure causes any applicable Service Level not to be achieved, notwithstanding any other provision in this Agreement, arrange all such additional resources as are reasonably necessary and shall take all reasonably necessary remedial action to correct such failure. Inoapps will identify the actions taken and implemented to ensure, where possible, such occurrences are not repeated.

2.9   The Parties shall maintain the Key Roles detailed in any applicable Work Order to the extent needed during the performance of the Services. Each will consult the other prior to replacing or removing any individual assigned to any of such Key Roles or the Key Role itself and other's consent shall not be unreasonably withheld or delayed. For the avoidance of doubt, the other Party's consent shall not be required where the cause of replacement or removal is beyond that Party's reasonable control, including but not limited to cases of long-term sickness, voluntary leave of absence, resignation, dismissal or internal promotion.

2.10   Each Party shall nominate a duly skilled, competent and empowered representative to liaise and manage the relationship envisaged by each Service.

2.11   Inoapps will report to the Customer such management and performance reporting with the content and in a format and at the frequencies and on the dates as specified in the applicable Work Order.

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2.12   Each Party warrants to the other that it has full capacity and authority to enter into this Agreement and shall obtain all approvals and consents where necessary for the fulfilment of its obligations under this Agreement.

3   SERVICES – MANAGED SERVICE SPECIFIC TERMS

3.1   SERVICE LEVELS

3.1.1   Where any Service is stated in the Service Level Agreement to be subject to a specific Service Level, Inoapps shall use all reasonable endeavours to provide that Service in such a manner as will reasonably ensure that the Service Level is achieved.

3.1.2   As existing Services are varied and new Services are added, Service Levels for the same will be determined and included within the Service Level Agreement.

3.2   SERVICE EXCLUSIONS

3.2.1   Inoapps is not responsible for providing Service procedures that may be otherwise available through the normal use of the product, Software Program or Services (i.e.: Training).

3.2.2   Where Inoapps provides Services under a Service Level Agreement (as set out in a Statement of Work) and an issue has to be raised with the manufacturer of the supported product, the calculation of whether a priority level has been adhered to, as contained in the Service Level Agreement, will cease at the point that Inoapps relinquishes control of the issue to the manufacturer. The calculation process will only re-start once Inoapps regains the control of the issue.

3.2.3   Where Inoapps does not perform development work, support for in-house and any Third Party developers is restricted to clones or refreshes of production to the development environment. Any upgrades performed by a Third Party will also require the input of Inoapps prior to the upgrade otherwise the upgraded environment will become excluded from support.

4   CUSTOMER RESPONSIBILITIES

4.1   The Customer acknowledges that the performance of the Services by Inoapps is heavily reliant on cooperation and timely performance by the Customer of its responsibilities in relation to the Services and such is essential to the provision of the Services. In addition to any responsibilities set out in a Work Order, the Customer agrees (without any cost to Inoapps):

4.1.1   it will timeously provide Inoapps with all necessary co-operation, complete and accurate information, equipment, data, facilities, materials, support and access that may reasonably be required by Inoapps for the performance of its obligations hereunder, including access to suitably

configured computer products, software, systems and environments at such times as Inoapps requests subject to Inoapps giving the Customer reasonable notice considering the type of such computer product, software, system and environment, including all necessary security access codes;

4.1.2   it will make available to Inoapps access to personnel of the Customer who are familiar with the Customer's systems and software which will be subject to the Services, such personnel shall possess the appropriate technical skills and experience for any tasks assigned to them, shall have the authority to make decisions regarding the Customer's systems and the Services and shall devote such time to those tasks as is necessary for the expedient completion thereof. Specific dedication of Customer and Inoapps personnel and resources to the project shall be agreed in writing in the Work Order or in a subsequent Project Plan;

4.1.3   where any Services are to be carried out at the Customer's premises then the Customer shall, subject to compliance by Inoapps personnel with Customer's reasonable security requirements, allow Inoapps sufficient access to the area(s) where Service(s) are to be performed and will provide suitable office accommodation and facilities for any Inoapps staff working on its premises as required for Inoapps to perform the Services, provided that the Customer shall not require Inoapps' personnel to perform the Services at any Customer premises if to do so would endanger their safety or health in any way;

4.1.4   it shall ensure that any premises to which Inoapps' employees or agents have access for provision of Services fully comply with health and safety regulations, other applicable legislation or regulations and normal industry practices and Customer will not expose such persons to unnecessary risk or danger to personal safety and Customer shall indemnify Inoapps against any liability in relation to any claim made by employees or agents arising from such an occurrence subject to Inoapps complying with its obligations pursuant to Clause 2.6.1;

4.1.5   it shall take all precautions to protect its data and shall ensure that a daily backup arrangement is implemented before and during the provision of the Services. Customer shall be responsible for restoring any lost or corrupted data unless such loss is caused by the negligence or default of Inoapps, in which case Inoapps' liability shall be limited to the reinstatement (where reasonably possible) of such data which would not have been included in normal backup arrangements;

4.1.6   it is responsible for the integrity of the data provided to Inoapps, for but not limited to, migration and data cleaning and for all direct consequences of any errors in such data and Inoapps will not warrant the integrity of that data. Inoapps does not warrant the integrity of the data following, but not limited to, a migration to the extent of any error that is Customer's responsibility;

4.1.7   it is responsible for procuring any Third Party Software and Third Party licenses and/or authorisations (including but not limited to all necessary Oracle licenses) that may be required for Inoapps perform the Services as set out in any Work Order and access the Customer's computer products, software, systems and environments unless otherwise procured from Inoapps pursuant

to a Work Order, and warrants to Inoapps that it has all such necessary licenses and authorizations in place.

4.1.8   it will not use the Services or Software in any manner that is likely to:

(a)   contravene any laws or regulations;

(b)   compromise the security and/or integrity of the network or other systems including, but without limitation, introducing viruses or failing to employ appropriate security procedures (other than to the extent that such security procedures are specifically to be provided by Inoapps pursuant to the Services);

(c)   involve the sending of unsolicited marketing or advertising materials;

(d)   result in the transmission or storage of any material of a pornographic, obscene, defamatory, menacing or offensive nature or which would result in the breach of any Third Party's Intellectual Property Rights, Confidential Information or privacy; or

(e)   breach or cause Inoapps to breach any applicable Data Protection Laws.

4.2   The Customer warrants that at the time of delivery of the Services to the Customer, the Customer is free and clear of any and all liens, claims, security interests and encumbrances, and that the Services and products provided pursuant to this Agreement are not subject to the rights of any Third Party.

4.3   Each Party shall promptly notify the other in writing if they become aware that a breach of a Customer Responsibility is likely to occur and is reasonably likely to impact upon the ability of Inoapps to comply with its obligations under this Agreement.

4.4   Should Inoapps suffer additional loss or incur extra expense, or should the scope of the Services be increased, by reason of any delay, variation, interruption or suspension of the Services arising from any act or omission of the Customer, its personnel, agents or sub-contractors, or that causes Inoapps not to comply with any of its obligations contained in this Agreement, including the timely provision of the Services (a "**Customer Caused Event**"), Inoapps shall be entitled to compensation, including the daily time and materials cost and incurred expenses of maintaining the staff allocated to the service for the duration of such delay and any cost incurred by Inoapps in maintaining any other Third Party product or services for the duration of the delay. In this case, Inoapps shall promptly notify the Customer of the reasons why it may incur in such additional costs so that the Customer shall have an early notice in order to minimise and assess the causes of such costs. The Parties agree to take reasonable steps to mitigate such costs as may be incurred as any result of any Customer Caused Event. In addition, should any delays to the Services being performed in accordance with the Scope of Work be due to a Customer Caused Event, Inoapps reserves the right to alter the payment dates as detailed in the applicable Work Order (including for the avoidance of doubt (but not limited to), charging for the percentage of a Payment Milestone completed even though the Payment Milestone itself may not have been achieved), and the overall Charges and shall in no way be deemed or held to be in default of this Agreement or any Work Order or otherwise be held liable as a result of such Customer Caused Event. For the avoidance of doubt, a Customer Caused Event includes, but is not limited to, a failure by the Customer to satisfy the Customer Responsibilities.

5   CHARGES, PAYMENT AND TAXES

5.1   FEES FOR SERVICES

5.1.1   The Customer shall pay Inoapps the Charges as specified in the Work Order. Charges may be based on a time and materials basis (in which case any estimate of the time or days required to perform the Services, shall be deemed a non-binding estimate for Customer's budgeting and Inoapps' resourcing requirements) or on a fixed price basis (in which case the price is fixed for the scope of services described in the applicable Work Order) and/or milestone basis. Any alterations to the Charges will be in the form of a Change Control Notice pursuant to Clause 12.

5.1.2   Unless otherwise agreed in a Work Order, on each twelve (12) month anniversary of the Service Commencement Date, Inoapps may review and increase the Charges for any Service by giving the Customer one months' written notice of such change provided that the percentage increase in such Charges does not exceed the percentage increase in the UK Retail Price Index plus 5% in the 12 months preceding such notice being given by Inoapps.

5.1.3   Notwithstanding Clause 5.1.2, Inoapps reserves the right to increase the Charges for Third Party products and services upon ten (10) days written notice if such increase is mandated by the Third Party Supplier.

5.2   INCIDENTAL EXPENSES

Customer shall reimburse Inoapps for Expenses reasonably incurred in performing the Services. Expenses shall be invoiced monthly at cost. Receipts for such Expenses shall be attached to the relevant invoice. Where Expenses are necessary the following rules shall apply unless otherwise stated in an applicable Work Order:-

(a)   Travel by train shall not include first class travel (except where absolutely necessary)

(b)   Mileage will be chargeable at a rate of £0.45 per mile, or if greater, the standard mileage rate set by HMRC at the applicable time

(c)   Travel by air shall be in economy class unless travel time is > 4 hours. Customer agrees to pay any costs associated with rescheduling or cancellation of pre-purchased airline tickets due to a change requested by Customer

(d)   Hotel accommodation will limited to a maximum of £200 per day

(e)   Meals and subsistence will be limited to a maximum of £50 per day

(f)   Parties may agree a flat rate per diem

5.3   INVOICING AND PAYMENT

5.3.1   Invoices will be issued by Inoapps upon achievement of the applicable Payment Milestone, or where no Payment Milestones have been agreed, Inoapps shall invoice the Customer monthly in arears for incurred time and Expenses or at such other times as agreed between the Parties in the Work Order.

5.3.2   Charges will be payable in full, without any right of set-off, deduction or withholding whatsoever, (i) where Charges are being invoiced for incurred time and Expenses on a time and materials basis, no later than thirty (30) days from the date of invoice, and (ii) where Charges are being

invoiced at Payment Milestones, no later than ten (10) days from the date of invoice. In addition to its other rights hereunder, Inoapps may change compensation for debt recover costs in respect of any action taken to recover any late or non-payment.

5.3.3 The Customer shall pay the Charges by BACS transfer or by any other method as agreed between the Parties.

5.3.4 In the event that the Customer (acting reasonably) considers that the Charges as detailed in any invoice submitted by Inoapps have not been correctly calculated and/or that the invoice in question contains any error or inaccuracy then the Customer shall notify Inoapps of that and the Parties shall then work together to resolve the issues raised by the Customer (and should the Parties fail to reach resolution then the Dispute Resolution Procedure shall apply). Where the Customer disputes only part of an invoice then Inoapps shall issue a credit note and raise a replacement invoice for the undisputed amount which shall have the same date as the original invoice and shall then be paid by the Customer in accordance with Clauses 5.3.2 and 5.3.3; once resolution has been reached regarding the disputed amount of any invoice then Inoapps shall issue an invoice for the agreed amount which shall then be paid by the Customer in accordance with Clauses 5.3.2 and 5.3.3 (together with interest thereon calculated in accordance with Clause 5.3.5 if it is subsequently agreed or ruled that the Customer incorrectly disputed the original invoice and as a result of that, payment was delayed beyond the date on which the Customer should have paid the original invoice under Clause 5.3.2).

5.3.5 Any amount which is not the subject of a bona fide dispute and which is payable by Customer to Inoapps under this Agreement but which has not been paid in accordance with Clause 5.3.2 shall be deemed overdue and Inoapps may, without prejudice to any other rights which it may have: (i) suspend the provision of the Services (or any part thereof) until payment is received in full; (ii) suspend the provision of any services provided to Customer (including without limitation any hosting services) pursuant to any other agreement between Inoapps or an Inoapps Associated Company and Customer until payment under this Agreement is received in full; and/or (iii) require Customer to pay interest. The aforementioned late payment interest will be calculated on a day to day basis from the date payment should have been made, until payment is received in full (together with interest) and such interest will be calculated at a rate of 4% per annum above the Bank of England base rate for the time being in force during the period. For the avoidance of doubt, failure of Inoapps to immediately invoice late payment interest amounts does not constitute a waiver of its right to collect such amounts at a later time. Customer hereby

acknowledges and agrees that the suspension of any services pursuant to (i) or (ii) above shall not:

5.3.5.1   suspend or absolve Customer of its obligations to make payments to Inoapps or otherwise comply with any obligations under the applicable agreement; nor

5.3.5.2   be deemed a breach of the relevant agreement between Inoapps and Customer and shall not entitle Customer to any remedy as against Inoapps (whether at law or otherwise and including, without limitation, any service credits which might be available) in respect thereof.

5.4   **CONSULTING DAY**

5.4.1   The Charges are based on a standard Consulting Day. Inoapps may agree to vary the Consulting Day to meet exceptional needs of Customer, but reserves the right to charge additional fees for any hours worked in excess of 7 hours as follows (with the first 30 minutes being free of charge):

5.4.1.1   for weekdays, a charge of 125% of the standard hourly rate based on the rates defined in the applicable Work Order; and

5.4.1.2   for weekends and public holidays, 175% of the standard hourly rate based on the rates defined in the applicable Work Order,

provided that in the event no standard hourly rate is specified in the applicable Work Order, the Inoapps standard hourly rates in force at the applicable time shall apply.

5.5   **TAXES AND DUTIES**

5.5.1   The Charges do not include value added tax ("**VAT**") or other applicable taxes or duties. Any VAT and additional taxes or duties which Inoapps shall have to pay or collect in connection with the supply of the Software Programs or Services will be billed to and paid for by the Customer.

5.6   **ORDERS**

5.6.1   The Customer shall sign the Work Order, however in the event they do not, (i) the issuance of a purchase order, or (ii) commencement of the Services shall be deemed acceptance of the terms of the applicable Work Order.

5.6.2   Customer may order Software Programs from Inoapps. Notwithstanding the terms of this Agreement, any order of Software Programs shall be subject to the terms of the Software Services Agreement which shall take precedence in relation to the provision of such Service by Inoapps.

5.6.3   Customer agrees that any Order Form or applicable purchase order to Inoapps to purchase Software Programs becomes irrevocable once signed or issued and cannot be cancelled.

6   TERM AND TERMINATION

6.1   TERM

6.1.1   This Agreement shall commence on its Effective Date and shall continue until terminated in accordance with its terms. The duration of the Services to be provided shall be specified in each applicable Work Order.

6.1.2   Without prejudice to either Party's rights under this Agreement, where applicable, the Customer agrees to receive each of the Services for the applicable Initial Period, which Initial Period shall automatically renew for further periods of twelve (12) months duration ("**Further Periods**") unless either Party gives to the other at least 3 months' notice in writing of its intention to cancel the provision or receipt (as the case may be) of such Services, such notice to expire at the end of the Initial Period or at the end of the then current Further Period.

6.2   TERMINATION

6.2.1   *Termination for Breach*

Either Party (the "**Terminating Party**") may, without prejudice to its other rights and remedies, terminate a Work Order (in whole or in part) with immediate effect by notice in writing to the other Party (the "**Defaulting Party**") if the Defaulting Party (a) fails to pay any sums due to the Terminating Party by the due date for payment, (b) is in material breach of the applicable Work Order, and such breach (if capable of remedy) is not remedied within 60 days of receiving written notice from the Terminating Party specifying the breach in reasonable detail, (c) has committed a fraudulent act against the Terminating Party, or (d) has failed to comply with any material law, statute, rule or regulations applicable to such Party and to the Services.

6.2.2   *Termination for Insolvency*

Either Party may, without prejudice to its other rights and remedies, terminate this Agreement with immediate effect by notice in writing to the other Party, if the other Party: (a) makes any voluntary arrangements with its creditors, (b) is the subject of a notice of appointment of an administrator, or notice of intention to appoint an administrator or liquidator, (c) becomes subject to an administration order or goes into liquidation, whether voluntary or compulsory (other than for the purposes of reconstruction or amalgamation), (d) becomes insolvent, (e) ceases to or

threatens to cease to carry on its business, (f) an encumbrance takes possession of or a receiver is appointed in respect of its assets, or (g) an analogous procedure takes place in any other jurisdiction.

6.2.3   *Termination of Agreement*

This Agreement may be terminated by either Party giving the other no less than thirty (30) days written notice in the event there are no outstanding obligations or rights pursuant to any Work Order pursuant hereto, each of which has either terminated, been completed or otherwise expired.

6.3   **EFFECT OF TERMINATION**

6.3.1   The Parties' rights and obligations under Clauses 5.1.1, 5.2, 5.3, 5.5, 6.3, 6.4.1, 7, 8, 9.7, 9.9, 9.10 - 9.13, 9.16, 13, 14, 18.3 - 18.5, 18.8, 18.10, 18.11, 18.12 and 18.14 shall survive termination of this Agreement and/or any Work Order together with any other clauses which by their nature are intended to, or by implication, continue after termination, and termination shall not affect any accrued rights or existing obligations as of the date of termination. Termination of this Agreement and/or any Work Order shall not prevent either Party from pursuing other remedies available to it, including but not limited to injunctive relief, nor shall termination relieve Customer of its obligations to pay to Inoapps all undisputed and due Charges that have accrued prior to such termination and all Charges that arise as a result of the termination.

6.3.2   Termination of an individual Work Order shall not result in termination of this Agreement or any other Work Order.

6.3.3   The termination of the Agreement under Clause 6.2.2 will result in the automatic and contemporaneous termination of all Work Orders.

6.3.4   In the event of termination of this Agreement for any reason all property in the possession of either Party and belonging to the other which shall include, but not be limited to, Materials and Confidential Information, shall be returned immediately to the other Party or otherwise destroyed and permanently deleted.

6.3.5   In the event of termination by the Customer in accordance with Clause 6.2.1 or 6.2.2 Inoapps will refund to the Customer sums (calculated on a pro rata basis) paid by the Customer in advance which are attributable to Services due to be provided after the date of termination but which have not been provided due to the termination by the Customer.

6.3.6   Where Inoapps terminates a Work Order in accordance with Clause 6.2.1 or 6.2.2, or where the Customer terminates this Agreement, any Work Order or cancels any Services, other than as permitted pursuant to Clause 6.2, the Customer shall pay the full Charges which would have been payable pursuant to the applicable Work Order had the Work Order been performed in full,

notwithstanding that the Services have not actually been provided within thirty (30) days of date of invoice.

6.3.7 Upon termination of this Agreement or cancellation of any Services Inoapps shall provide the Customer with such assistance as the Customer may reasonably require for a period of three (3) months (or such other period as may be agreed between the Parties) in order to allow the Customer to receive services similar to the terminated or cancelled Services from an alternative service provider, provided always that the Customer pays to Inoapps all Charges due and payable pursuant to the Agreement and provided also that the Customer agrees to pay Inoapps the then current charges for such Transitional Assistance on a time and materials basis.

6.4 **CANCELLATION OF SCHEDULED SERVICES**

6.4.1 Inoapps reserves the right to charge for scheduled Services described in a Work Order which are cancelled by Customer prior to the Service Commencement Date giving less than thirty (30) days prior written notice. Inoapps shall use reasonable endeavours to re-allocate resource onto other chargeable work to limit any potential cancellation charge.

6.4.2 Inoapps may suspend or cancel the provision of any Services if:

(a) technical limitations exist or arise which make the provision of the Services impossible or materially limit the functionality or performance of the Services;

(b) requested or required to do so by any governmental or other authority;

(c) the Customer fails to meet any of its obligations under this Agreement;

(d) if and to the extent that in Inoapps reasonable opinion the Customer's conduct is likely to result in the breach of any law or is otherwise prejudicial to Inoapps interests;

(e) necessary for operational reasons such as emergency maintenance; or

(f) if the relationship between the Parties has deteriorated to the extent they are no longer working collaboratively and Inoapps is unable to effectively provide the Services in accordance with the terms of the Work Order.

6.4.3 Inoapps shall, where practical, give the Customer notice of its intention to suspend or cancel the Services in accordance with Clause 6.4.2 and, in relation to suspension for the reasons stated in Clauses 6.4.2 (a), (b) and (e) shall restore the Services as soon as it is reasonably able to do so. Inoapps shall not be obliged to restore the Services in the event that it has suspended the same pursuant to Clauses 6.4.2 (c), (d) or (f) above, but, in the event that it agrees to do so, the Customer shall be liable for Inoapps' costs and charges in respect of the suspension and

restoration of the applicable Services. Both Parties shall cooperate together in good faith to resolve any issues leading to a suspension of Services pursuant to Clauses 6.4.2 (c), (d) or (f).

7   LIMITATION OF LIABILITY

7.1   Unless otherwise expressly stated herein or in a Work Order or Software Services Agreement, to the maximum extent permitted by law, the Services and all Deliverables are provided "as is" without warranty of any kind and all warranties and conditions, whether express or implied, are expressly excluded, including the implied warranties or conditions of merchantability, satisfactory quality and fitness for a particular purpose. Notwithstanding anything to the contrary in this Agreement or a Work Order, Inoapps does not warrant that the Services, nor the operation of the Deliverables, shall be free from Service Failures, uninterrupted or error free or that Inoapps will correct all reported errors, defects or incidents.

7.2   Nothing in this Agreement excludes or limits the liability of either Party for death or personal injury arising from its own negligence or for any fraudulent misrepresentation on which the other can be shown to have relied to the extent that the same cannot be lawfully limited or excluded.

7.3   Subject to Clause 7.2, notwithstanding any provision herein or in any Work Order to the contrary, to the maximum extent permitted by law, in no event shall (i) either Party be liable under this Agreement, in tort (including negligence) or otherwise for incidental, indirect, consequential, special, punitive or exemplary damages in connection with this Agreement or the Services or Deliverables (including but not limited to loss of profits, anticipated profits, opportunity, business, goodwill, data or anticipated savings), even if notice was given of the possibility of such damages and even if such damages were reasonably foreseeable and notwithstanding the failure of any remedy to fulfil its essential purpose or (ii) Inoapps and any Inoapps Associated Company be liable under this agreement for failure to perform the Services, in tort (including negligence) or otherwise for any breach of the Agreement to the extent such breach is caused by any failure or delay by Customer or its agents, representatives, subcontractors or personnel to comply with its obligations under this Agreement (including but not limited to the Customer Responsibilities) or otherwise any Customer Caused Event.

7.4   Subject only to Clauses 7.2 and 7.3 but notwithstanding any other provision to the contrary, in no event shall Inoapps' and all Inoapps Associated Company's aggregate liability for loss or damage under a Work Order exceed (i) £500,000 in relation to an indemnity obligation, or (ii) for all other breaches, the Charges paid to Inoapps pursuant to the breached Work Order in the twelve (12) months prior to the breach, provided that in no event shall Inoapps be liable for any loss which could have been avoided by the Customer following Inoapps' reasonable advice and instructions.

7.5   For the avoidance of doubt, neither Inoapps nor any Inoapps Associated Company shall be liable to the Customer in contract, tort (including negligence) or otherwise for any acts or omissions of

the Customer or any other Third Party, including other providers of telecommunications, computers or other equipment or services, including internet services or for any delay to the provision of the Services, increased costs or overruns that are caused by Third Parties or the Customer.

7.6   Excluding actions for non-payment, neither Party shall be liable to the other in respect of any loss or damage arising out of or in connection with this Agreement, any Work Order or otherwise as a result of the provision of the Services unless either party brings legal proceedings against the other within two (2) years from the date when the party first became aware or ought reasonably to have become aware of the facts giving rise to the liability or alleged liability or within the relevant statutory limitation period whichever is the earlier.

7.7   The Parties acknowledge and agree that the foregoing allocation of risk is reasonable, has been negotiated and agreed upon by both Parties, and is reflected in the Charges hereunder.

7.8   The provisions of this Clause 7 shall survive termination or expiration of this Agreement.

8   INSURANCE

8.1   Inoapps shall throughout the term of the Services and for a period of three (3) years following termination or expiry, have and maintain, as a minimum the following insurances with insurers of repute:

8.1.1   public liability insurance (including product liability) for a minimum of £5 million for each occurrence;

8.1.2   professional indemnity insurance for a minimum of £5 million for each occurrence; and

8.1.3   employer's liability insurance for a minimum of £5 million for each occurrence; and

8.1.4   such other insurances as Inoapps deems appropriate in order to meet its obligations under this Agreement or as are required by law or contract

8.2   The payment of the premiums in respect of any insurance required under this Clause 8 shall be the responsibility of, and paid by Inoapps.

9   INTELLECTUAL PROPERTY

9.1   Inoapps warrants that it is the sole owner or has the right to use all Intellectual Property Rights used by Inoapps in accordance with the Services and Deliverables.

9.2   The Parties agree that any Intellectual Property Rights belonging to a Party prior to the date of this

Agreement ("**Background Intellectual Property Rights**") shall remain owned by that Party and no rights in respect thereof are granted to the other Party other than as expressly provided for herein.

9.3   Excluding Bespoke Software, the Customer acknowledges and agrees that all and any right, title and interest (including but not limited to copyright and other Intellectual Property Rights) in and to any information and documentation, including without limitation software object code, source code, programs, documentation, specifications, scripts, training materials, user manuals, copyright and other Intellectual Property Rights (including, without limitation, rights in and to inventions but excluding any Customer Confidential Information) created by Inoapps or by any Inoapps Associated Company whether or not arising out of its provision of the Services, creation of the Deliverables or otherwise in connection with this Agreement shall belong to Inoapps absolutely or such affiliate of Inoapps Associated Company absolutely (together with Inoapps' Background Intellectual Property Rights, the "**Inoapps IPR**").

9.4   Subject to compliance with the terms of this Agreement and all applicable Work Orders, Inoapps hereby grants to the Customer (or shall procure the grant of) a royalty-free, non-transferable, non-sublicensable, non-exclusive license to use the Inoapps IPR to the extent necessary to allow the Customer to receive and use the Services for its own internal business purposes, such right to become effective and be conditional upon Customer's payment of the Charges relating to the applicable Services and/or Deliverable.

9.5   Notwithstanding anything to the contrary herein, the rights of the Customer to any Inoapps Software shall be governed by the terms of the Software Services Agreement.

9.6   Where any Third Party Software is provided to the Customer to enable the Customer to make use of the Services, Inoapps shall notify the Customer of the terms and conditions on which such Third Party Software may be used by the Customer. To the extent that Inoapps itself has the benefit of any warranty or guarantee from the supplier or licensor of any Third Party Software in respect of such Third Party Software, Inoapps will, to the extent that it is able, pass on the benefit of any such warranty or guarantee to the Customer.

9.7   The Customer will not copy (except for the purposes of a system back-up), otherwise reproduce, modify, vary, adapt, translate, reverse engineer, disassemble or decompile the Inoapps IPR or Third Party Software without Inoapps' prior written consent (except as permitted by law) and will not distribute or disclose the Inoapps IPR or Third Party Software to any Third Party other than as expressly permitted in the applicable Work Order or pursuant to the terms and conditions of the Third Party Software referred to in Clause 9.6 above. Without limitation the foregoing, the Customer shall not (a) remove or modify any of the Inoapps (or Inoapps Associated Company) or Third Party IPR markings or any notice of Inoapps (or Inoapps Associated Company) or Third Party IPR; (b) make the Inoapps (or Inoapps Associated Company) or Third Party IPR available in any manner to any Third Party for use in the Third Party's business operations, or (c) allow a competitor

of Inoapps or Inoapps Associated Company to access the Inoapps IPR.

9.8   The Customer acknowledges that Inoapps has no obligation to review or edit any of the Customer's information or Material used in connection with the Services. However, Inoapps reserves the right to access, retain and disclose copies of such information or material for the purposes of:

9.8.1   complying with any applicable laws, regulations, statutory instruments or the terms of Inoapps licenses and contracts; and

9.8.2   observing the performance of the Services including for the monitoring of Service Levels.

9.9   Any Intellectual Property Rights created as part of the Services that are deemed to be Bespoke Software will vest in the Customer and Inoapps hereby assigns to the Customer full title guarantee all rights and interest in the Bespoke Software with effect from receipt of payment in full from the Customer of the Charges relating to the Bespoke Software.

9.10   Nothing in the Agreement will prevent Inoapps from developing new ideas, concepts, know-how or adding to its library of procedures from the Customer's Deliverables.

9.11   Inoapps shall indemnify the Customer against all liabilities, costs, expenses, damages and losses suffered or incurred by the Customer arising out of or in connection with any claim made against the Customer that the Services infringe the Intellectual Property Rights of any Third Party. Inoapps shall, at its own expense, (i) defend, or at its option settle any claim or suit against the Customer on the basis of a claim of infringement of any Third Party Intellectual Property Rights by the Services excluding any claim or suit arising from any Customer provided item and (ii) pay any final judgment entered against the Customer on such issue or any settlement thereof, provided that: (a) the Customer notifies Inoapps promptly of each such claim or suit; (b) Inoapps is given sole control of the defence and/or settlement; and (c) the Customer fully co-operates with Inoapps and provides Inoapps all reasonable assistance, information and authority reasonably necessary to perform the foregoing.

9.12   Inoapps shall have no obligations under Clauses 9.11 or 9.14 to the extent a claim is based on: (i) the combination, operation or use of the Services and/or Deliverables with other services or software not provided by Inoapps, if such infringement would have been avoided in the absence of such combination, operation or use; (ii) the Customer's use of a superseded or altered release of a Deliverable if such infringement would have been avoided by the use of a subsequent unaltered release of the Deliverable which is provided or offered to be provided to the Customer provided such replacement has the same level of functionality and performance; or (iii) use of the Services and/or Deliverables in any manner inconsistent with this Agreement; or (iv) the result of the negligence or wilful misconduct of the Customer; or (v) any information, design, specification, instruction, software, data or other Material not furnished by Inoapps.

9.13 The Customer warrants it will not, in performing its obligations under this Agreement infringe on the Intellectual Property of any Third Party. The Customer shall indemnify Inoapps against all liabilities, costs, damages and losses suffered or incurred by Inoapps arising out of or in connection with any claim made against Inoapps that the Customer's use of the Services (unless such use is in accordance with instructions from Inoapps), performance of the Customer Responsibilities or any Materials provided by the Customer infringe the intellectual property rights of any Third Party, provided that the Customer shall not be liable pursuant to this Clause to the extent a claim is based on or arises due to: (i) Inoapps modification of Customer provided Materials or the use by Inoapps of a superseded or altered version of the Customer provided Materials if such infringement would have been avoided by the use of a subsequent unaltered version of the Materials which is provided or offered to be provided to Inoapps; or (ii) the result of the negligence or wilful misconduct of Inoapps; or (iii) any information, design, specification, instruction, software, data or other Material not furnished by or on behalf of or approved by the Customer.

9.14 If all or part of the Services, Deliverables or Material provided by Inoapps becomes, or in the opinion of Inoapps may become, the subject of a claim or suit for infringement, Inoapps, at its own expense and sole discretion, may do one of the following: (i) procure for the Customer the right to use the Services and/or Deliverables or the affected part thereof; (ii) replace the Service and/or Deliverables or affected part with other suitable Services or Deliverables; or (iii) modify the Services and/or Deliverables or affected part to make the same non-infringing, provided that in the case of either (ii) or (iii) there shall be no adverse impact on the performance, functionality or availability of the replaced or modified Services and Deliverable. In the event the foregoing options are not commercially viable, Inoapps may require the Customer to return the infringing Deliverables, and the Customer shall be entitled to a refund of any fees paid in advance by the Customer to Inoapps for said infringing Deliverable or Service attributable to the period after which the Deliverable or Services is no longer useable.

9.15 In the event that some or all of the Material provided by the Customer is held or is believed by the Customer to infringe any Third Party's Intellectual Property Rights, the Customer shall have the option, at its sole expense to, (a) modify the Material to be non-infringing or supply substitute non-infringing Material to Inoapps provided that the replacement Material has the same level of performance and functionality; (b) to obtain for Inoapps the right to continue using the Material; or (c) to require return of the infringing Material from Inoapps and terminate all rights thereto. If such return materially affects Inoapps' ability to meet its obligations under this Agreement and the applicable Work Order, then Inoapps, at its option, and upon written notice, terminate the applicable Work Order in accordance with Clause 6.2.1.

9.16 This Clause provides the Parties' exclusive remedy for any infringement claims or damages.

10 THIRD PARTY SOFTWARE & SERVICES

10.1 Inoapps does not warrant the performance of any Third Party Software purchased as part of the agreed Services and is not responsible for fixing any bugs, errors or omissions in the Third Party

Software. Inoapps is not responsible for any delays in the   project caused by Third Party Software and where a delay occurs because of bugs, errors or omissions in the Third Party Software undisputed Charges will still be due in accordance with Clause 5.3.

10.2   Where the Customer contracts with Inoapps for Third Party Software or Services, the specific Third Party Terms listed in the applicable Work Order ("Third Party Terms") shall apply and the Customer shall be bound to comply therewith. Any breach of those Third Party Terms shall be deemed a breach of the applicable Work Order.

10.3   Where the Customer contracts with Inoapps for Oracle Cloud Services, the provisions of Schedule 1 shall apply.

11   ACCEPTANCE AND TESTING PROCEDURES

11.1   Where the Services require the testing and Acceptance of Deliverables, the following procedures shall apply:

11.1.1   Inoapps shall where applicable perform the Services against the agreed Acceptance Criteria set out in the Work Order, or otherwise agreed in writing between the Parties.

11.1.2   On completion of the Services, or part thereof, Inoapps shall deliver to Customer a test copy of the Deliverables. Customer shall accept the Deliverables in accordance with the procedures laid out in Clauses 11.1.2 to 11.1.11.

11.1.3   Customer shall test the Deliverables and all parts thereof to ensure it performs in all material respects in accordance with the Work Order and the agreed Acceptance Criteria.

11.1.4   If Customer finds the Deliverables performs in all material respects in accordance with the Work Order and the agreed Acceptance Criteria the Deliverables shall be deemed to have passed the Acceptance Test. Customer shall notify Inoapps that the Deliverables have passed the Acceptance Test by signing an appropriate Acceptance Certificate (attached as Appendix A) within thirty (30) days of receiving the test copy of the completed Deliverables from Inoapps unless otherwise agreed by both Parties and documented as such in the applicable Work Order.

11.1.5   If Customer finds the Deliverables or any part thereof do not perform in all material respects in accordance with the Work Order and the agreed Acceptance Criteria, Customer shall give notice to Inoapps of such failure and shall specify which parts of the Deliverables fail to meet the Work Order or the agreed Acceptance Criteria. Such notice shall be given to Inoapps within thirty (30) days of

receiving the test copy of the Deliverables from Inoapps, unless otherwise agreed by both Parties and documented as such in the applicable Work Order.

11.1.6   If Inoapps has not received notification from the Customer in accordance with Clause 11.1.4 or 11.1.5 then Customer shall have deemed to have accepted the Deliverables in all respects and signed off on any Acceptance Certificate and applicable Payment Milestone.

11.1.7   If Customer is unable to test the applicable Deliverables or otherwise fulfil its obligations under these Acceptance procedures, Customer, acting reasonably shall notify Inoapps accordingly in writing within 7 days of receipt of Deliverables and the provisions of Clause 0 shall apply.

11.1.8   On receiving notification from the Customer pursuant to Clause 11.1.5, Inoapps shall perform further Services within thirty (30) days so that the Deliverables do meet the requirements of the Work Order and the agreed Acceptance Criteria. If Inoapps is unable to change the Deliverables within three (3) attempts (each attempt to be no longer that thirty (30) days), such that they are capable of meeting the Work Order and agreed Acceptance Criteria, the Parties shall meet as soon as is practicable to discuss viable alternative solutions or Deliverables and Inoapps shall credit a reasonable portion of the Charges paid by the Customer for the failed Deliverable towards any agreed alternative. In the event that the failed Deliverable renders the entire Services unperformable and unusable, the Customer may terminate the applicable Work Order pursuant to Clause 6.2.1.

11.1.9   In the event that the Parties cannot agree if the Deliverables should be Accepted or not, the Parties shall submit to expert determination via an independent body such as the Centre for Effective Disputes Resolution to re-test the Deliverables to see if they do or do not meet the agreed Acceptance Criteria and such expert's judgement shall be binding upon the Parties. For the avoidance of doubt apportionment of costs for such expert determination shall be determined by the expert and shall be binding upon the Parties.

11.1.10   For the avoidance of doubt, Go Live of any Deliverable shall be deemed as Acceptance of that Deliverable.

11.1.11   Inoapps shall have no obligation to proceed to the next phase of the Implementation Services until the previous Implementation Milestone has been Accepted. In the event the Customer requests Inoapps to proceed work on the next phase, the Customer shall be deemed to have signed off on the previous Implementation Milestone and Inoapps shall be entitled to invoice, and the Customer shall be obligated to pay Inoapps the applicable Payment Milestone.

12   CHANGE CONTROL PROCEDURE

12.1   Where Inoapps or the Customer see a need to make a change to the Services, Service Levels, Charges, timetable or other terms of the Work Order (a "**Change**"), either Party may at any time during the execution of the Services request a Change. Such request shall be dealt with in accordance with the Change Control Procedures set out in Clauses 12.2 – 0.

12.2   The format for which a Change can be made is the Change Control Notice attached at Appendix B.

12.3   Where the Customer requests a Change, it shall send to Inoapps a Change Control Note with parts 1 (a) – (d) completed. Inoapps shall, unless otherwise agreed, respond to the Customer's request by completing the remaining sections of the Change Control Note and returning to the Customer within ten (10) working days (or such shorter period as may be required by the Parties) of receipt of the Change Control Note from the Customer.

12.4   Where Inoapps requests a Change, it shall send to the Customer a fully completed Change Control Note for consideration by the Customer.

12.5   Within ten (10) working days (or such shorter period as may be required by the Parties) of receiving a completed Change Control Notice, the Customer shall inform Inoapps:

12.5.1   that it wishes to proceed with the Change, in which case the Work Order and Services (as applicable) shall be deemed modified accordingly;

12.5.2   that it does not wish to proceed with a Change, in which case the Work Order and Services (as applicable) shall remain unchanged and the Parties shall continue with the Services; or

12.5.3   that it requires further information prior to making a decision, in which case the Parties shall work together in good faith to finalise the details relating to the Change as required by either Party.

12.6   Until such time as any Change is formally agreed in writing between Inoapps and the Customer, Inoapps will, unless otherwise agreed, continue to perform and be paid for the Services as if such Change had not been requested, provided that (i) if the Parties continue the Services as if the Change had been implemented, the Parties shall be deemed to have accepted the Change Control Notice in the form provided by Inoapps, and (ii) in the event it is not possible for the Services to continue without a Change, the Services shall be suspended pending agreement of a Change and Inoapps shall not liable or responsible for any delay to the Services as a result thereof.

12.7   Neither Party shall unreasonably withhold or delay its agreement to any Change.

12.8   Authorised approval levels for agreement of a Change by both Parties shall be agreed by the Project Managers, or other Authorised Signatories at the Service Commencement Date.

12.9   Any discussions, which may take place between Inoapps and the Customer in connection with a request or recommendation for a Change, before the authorisation of the Change, shall be without prejudice to the rights of either Party pursuant to the terms of this Agreement.

12.10   If, in order to determine the fee, cost, expenses and time required to implement such Change, it is reasonably necessary for Inoapps to incur additional costs or expend more than 14 hour(s) of chargeable time making such determination, Inoapps shall obtain prior written approval of such costs and chargeable time from Customer before making such determination, and if approved, such costs and charges for time expended in making such determination shall be the sole

responsibility of Customer (and the aforementioned ten (10) day time period shall commence upon receipt of such approval).

13   DISPUTE RESOLUTION PROCEDURE

13.1   Where both Parties cannot agree on a particular item during the performance of the Services or otherwise pursuant to this Agreement either Party may call a management meeting of the Parties by service of not less than five (5) days' written notice and each Party agrees to procure that at least its Project Managers or other authorised representatives shall attend all such meetings called in accordance with this Clause.

13.2   Those attending the relevant meeting shall use all reasonable endeavours to resolve Disputes arising out of this Agreement and the Services pursuant hereto. If any Dispute referred to a meeting is not resolved at that meeting then either Party, by notice in writing to the other, may refer the Dispute to senior officers of the two Parties who shall co-operate in good faith to resolve the Dispute as amicably as possible within fourteen (14) days of service of such notice.

13.3   In the event the senior officers fail to resolve the Dispute in the allotted time, then either Party may, within a further five (5) day period refer the Dispute to the executive sponsors for the Service in Dispute. Such executive sponsors shall cooperate in good faith to resolve the Dispute as amicably as possible within ten (10) days of the Dispute being referred to them.

13.4   If the executive sponsors are unable to resolve the Dispute within ten (10) days of it being referred to them, then the Parties may, on the written request of either Party, enter into an alternative dispute resolution procedure with the assistance of a mediator sourced via an independent body such as the Centre for Effective Disputes Resolution or arbitrator under the rules and auspices of the American Arbitration Association and agreed by the Parties. The Parties shall then submit to the supervision of the mediator or arbitrator (as applicable) the exchange of relevant information and for setting the date for negotiations to begin. The alternative dispute resolution procedure shall take place in London, or such other location as may be agreed between the Parties.

13.5   Recourse to this Dispute Resolution Procedure shall be binding on the Parties as to submission to the mediation or arbitration but not as to its outcome. Accordingly all negotiations connected with the Dispute shall be conducted in strict confidence and without prejudice to the rights of the Parties in any future legal proceedings. Except for any Party's right to seek interlocutory relief in the courts, no Party may commence other legal proceedings under the jurisdiction of the courts or any other form of arbitration until 21 days after the Parties have failed to reach a binding settlement by mediation or arbitration (at which point the Dispute Resolution Procedure shall be deemed to be exhausted).

13.6   If, with the assistance of the mediator, the Parties reach a settlement, such settlement shall be reduced to writing and, once signed by the duly Authorised Signatory of each of the Parties, shall remain binding on the Parties.

13.7   The Parties shall bear their own legal costs of this Dispute Resolution Procedure, but the costs and expenses of mediation shall be borne by the Parties equally.

14   CONFIDENTIALITY

14.1   In the event that, in connection with the performance of their respective obligations hereunder, a Party hereto (the "**Receiving Party**") comes into possession of any Confidential Information of the other Party (the "**Disclosing Party**"), the Receiving Party will not disclose such information to any Third Party without the Disclosing Party's prior written consent, nor use such Confidential Information for the benefit of any party other than the Disclosing Party or for any purpose other than in furtherance of Receiving Party's obligations hereunder. Notwithstanding the foregoing, the Disclosing Party hereby consents to the Receiving Party disclosing such Confidential Information: (a) to its affiliates and each of their respective officers, directors, employees, personnel or agents on a "need to know" basis in relation to the Services; (b) to its affiliates and each of their respective officers, directors, investors, equity holders, financial sources, auditors, professional advisors and insurers who may require to know the Confidential Information for legitimate business purposes (in the case of (a) and (b), each being referred to as a "**Permitted Recipient**"); (c) as may be required (and solely to the minimum extent required) by law, regulation, judicial or administrative process, or in accordance with applicable professional standards or rules, or in connection with litigation or arbitration pertaining hereto; and (d) in the case of Inoapps, the Customer authorizes it to disclose Confidential Information to Oracle to the extent requested by Oracle to conduct a bona fide Oracle audit which Inoapps has been engaged to assist in or to the extent as otherwise may be necessary in relation to the Services. In satisfying its obligations under this Clause, each Party shall maintain the other Party's Confidential Information in confidence using at least the same degree of care as it employs use in maintaining in confidence its own Confidential Information, but in no event less than a reasonable degree of care, shall ensure its Permitted Recipients are aware of the confidential nature of the information and shall remain liable for any acts or omissions of its Permitted Recipients as if they were its own.

14.2   The obligations in Clause 14.1 shall not apply to the extent such information (i) shall have otherwise become publicly available (including, without limitation, any information filed with any governmental agency and available to the public) other than as the result of a disclosure in breach hereof, (ii) becomes available to the Receiving Party on a non-confidential basis from a source other than the Disclosing Party that the Receiving Party believes in good faith is not prohibited from disclosing such information to the Receiving Party by obligation to the Disclosing Party, (iii) is known by the Receiving Party prior to its receipt from the Disclosing Party without any obligation of confidentiality with respect thereto, or (iv) is developed by the Receiving Party independently of any disclosures made by the Disclosing Party to the Receiving Party of such information, as evidenced by contemporaneous documentation.

14.3   It is agreed by the Parties that a Party (the "**Non-breaching Party**") would be irreparably damaged by reason of any violation by the other Party (the "**Breaching Party**") of the provisions of this Clause, and that any remedy at law for a breach of such provisions would be inadequate.

Therefore, the Non-breaching Party shall be entitled to seek and obtain injunctive or other equitable relief (including, but not limited to, a temporary restraining order, a temporary injunction or a permanent injunction) against the Breaching Party, its agents, assigns or successors for a breach or threatened breach of such provisions and without the necessity of proving actual monetary loss. It is expressly understood between the Parties that this injunctive or other equitable relief shall not be the Non-breaching Party's exclusive remedy for any breach of this Clause and the Non-breaching Party shall be entitled to seek any other relief or remedy which it may have by contract, statute, law or otherwise for any breach hereof.

14.4   The Receiving Party shall indemnify and hold harmless the Disclosing Party from any or all loss, liability, cost, expense, claim, demand or damage which may arise directly or indirectly from the unauthorised disclosure or use or any Confidential Information of the Disclosing Party by the Receiving Party or by any other person to whom such Receiving Party gives access to Confidential Information of the Disclosing Party.

14.5   The obligations set out in Clauses 14.1 to 14.4 shall survive termination of this Agreement for a period of three (3) years from the date of termination of this Agreement.

14.6   Notwithstanding anything to the contrary in this Agreement, in consideration of the work agreed between the Parties, Inoapps may refer to Customer as a customer in sales presentations, marketing vehicles and activities. At a minimum, Customer agrees to use of its logo in client presentations and for other promotional activities at Inoapps' discretion. In addition, the Customer agrees to become part of Inoapps' reference program by working with a representative from Inoapps to define what marketing activities the Customer will participate in. Such marketing activities may include a Win Statement, Go-Live Statement, Case Study, Quotation from named stakeholder, Logo Use, Oracle Partnership Reference, partaking in customer reference calls and participating in forums and Inoapps Events. This is not an exhaustive list and the activities will vary as required by Inoapps. Inoapps shall not use the Customer's name, trademarks or logos in any way that is misleading or disparaging.

15   DATA PROTECTION

15.1   **DEFINITIONS**

In this Clause 15 the following terms shall have the following meanings:

Controller, **Data Subject**, **International Organisation**, **Personal Data**, **Personal Data Breach**, **Processor** and **processing** shall have the respective meanings given to them in applicable Data Protection Laws from time to time (and related expressions, including **process**, **processed** and **processes** shall be construed accordingly);

Data Protection Laws means, as binding on either party or the Services:

(a)   the GDPR;

(b)   the Data Protection Act 2018;

(c)   any laws which implement any such laws; and

(d)   any laws that replace, extend, re-enact, consolidate or amend any of the foregoing;

GDPR means the General Data Protection Regulation, Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data as it forms part of the law of England and Wales, Scotland and Northern Ireland by virtue of Section 3 of the European Union (Withdrawal) Act 2018;

Protected Data means Personal Data received by Inoapps from or on behalf of the Customer in connection with the performance of Inoapps' obligations under this Agreement; and

Sub-Processor means any agent, subcontractor or other third party (excluding its employees) engaged by Inoapps for carrying out any processing activities on behalf of the Customer in respect of the Protected Data.

15.2 COMPLIANCE WITH LAWS

15.2.1   The Parties agree that the Customer is the Controller and Inoapps is a Processor for the purposes of processing Protected Data pursuant to this Agreement.

15.2.2   The Parties agree that they shall at all times comply with applicable Data Protection Laws in relation to the Services and nothing in this Agreement shall relieve the Customer of its obligations pursuant thereto.

15.2.3   The Customer warrants that:

(a)   it has all necessary consents and approvals in place to enable it to share any Protected Data with Inoapps as is required for the performance of the Services; and

(b)   all instructions given by it to Inoapps in relation to any Protected Data shall at all times be in accordance with applicable Data Protection Laws.

15.2.4   Inoapps shall process any Protected Data in compliance with the obligations placed on it under applicable Data Protection Laws and the terms of this Agreement.

15.3 INSTRUCTIONS

15.3.1   Inoapps shall only process (and shall ensure Inoapps personnel only process) Personal Data in accordance with this Agreement, except to the extent:

(a)   that alternative processing instructions are agreed between the Parties in writing; or

(b)   it is otherwise required by applicable law (and shall inform the Customer of that legal requirement before processing, unless applicable law prevents it doing so on important grounds of public interest).

15.3.2   If Inoapps believes that any instruction received by it from the Customer is likely to breach any applicable laws it shall promptly inform the Customer and be entitled to cease to provide the

relevant Services until the Parties have agreed appropriate amended instructions which are not infringing.

15.3.3   Where the Services involve the processing of Protected Data by Inoapps, the applicable Work Order shall contain a schedule including the information set out in Appendix C to this Agreement.

15.4   **SECURITY**

Taking into account the state of technical development and the nature of processing, Inoapps shall implement and maintain reasonable technical and organisational measures to protect the personal data in its control against accidental, unauthorised or unlawful destruction, loss, alteration, disclosure or access.

15.5   **SUB-PROCESSING AND PERSONNEL**

15.5.1   Inoapps shall:

(a)   not permit any processing of Protected Data by any agent, subcontractor or other third party (except its, any Inoapps Associated Company's or its Sub-Processors' own employees in the course of their employment that are subject to an enforceable obligation of confidence with regards to the Protected Data) without the Customer's prior written authorisation;

(b)   with the exception of Inoapps Associated Company's, prior to the relevant Sub-Processor carrying out any processing activities in respect of the Protected Data, appoint each Sub-Processor under a written contract containing materially the same obligations as under this clause (including those relating to sufficient guarantees to implement appropriate technical and organisational measures) that is enforceable by Inoapps and ensure each such Sub-Processor complies with all such obligations;

(c)   remain fully liable to the Customer under this Agreement for all the acts and omissions of each Sub-Processor as if they were its own; and

(d)   ensure that all natural persons authorised by Inoapps or any Sub-Processor to process Protected Data are subject to a binding written contractual obligation to keep the Protected Data confidential.

15.6   **ASSISTANCE**

15.6.1   Inoapps shall (at the Customer's cost to the extent it involves time and assistance over what could be considered commercially reasonable):

(a)   assist the Customer in ensuring compliance with the Customer's obligations pursuant to Articles 32 to 36 of the GDPR (and any similar obligations under applicable Data Protection Laws) taking into account the nature of the processing and the information available to Inoapps; and

(b) taking into account the nature of the processing, assist the Customer (by appropriate technical and organisational measures), insofar as this is possible, for the fulfilment of the Customer's obligations to respond to requests for exercising the Data Subjects' rights under Chapter III of the GDPR (and any similar obligations under applicable Data Protection Laws) in respect of any Protected Data.

15.7 **INTERNATIONAL TRANSFERS**

Inoapps shall not process and/or transfer, or otherwise directly or indirectly disclose, any Protected Data in or to countries outside the EEA or to any International Organisation without the Customer's prior written authorisation.

15.8 **AUDITS AND PROCESSING**

Inoapps shall, in accordance with Data Protection Laws, make available to the Customer such information that is in its possession or control as is necessary to demonstrate Inoapps' compliance with the obligations placed on it under this clause and to demonstrate compliance with the obligations on each party imposed by Article 28 of the GDPR (and under any equivalent Data Protection Laws equivalent to that Article 28), and allow for and contribute to audits, including inspections, by the Customer (or another auditor mandated by the Customer) for this purpose (subject to a maximum of one audit request in any 12 month period under this clause).

15.9 **BREACH**

Inoapps shall notify the Customer without undue delay and in writing on becoming aware of any personal data breach in respect of any personal data.

15.10 **DELETION/RETURN**

On the end of the provision of the Services relating to the processing of Protected Data, at the Customer's cost and option, Inoapps shall either return all of the Protected Data to the Customer or securely dispose of the Protected Data (and thereafter promptly delete all existing copies of it) except to the extent that any applicable law requires Inoapps to store such Protected Data. This clause shall survive termination or expiry of this Agreement.

16 CONDUCT OF THE PARTIES

16.1 The Parties shall work in good faith collaboratively together at all times during the course of the Services. In the event the Parties cease working together in good faith, or there is a breakdown in relations between the Parties, the Services shall immediately be suspended and the Parties shall work together via the Dispute Resolution Procedure to resolve the issues so that the Services may be recommenced with minimal disruption.

16.2 Neither Party tolerates abuse of its personnel of any kind. Both Parties shall be respectful to the other Party's personnel at all times. In the event any personnel reports an incident of abuse or bullying, the applicable Party shall remove the personnel responsible for such unacceptable behaviour from the Services immediately and shall replace them with a suitably qualified and professional replacement.

16.3 Inoapps shall co-operate, and procure that each of its subcontractors co-operate, with the Customer and any Third Party engaged by Customer to provide services to the Customer, including a Third Party which is a competitor of Inoapps, so as to integrate (where reasonably requested by the Customer) other services, materials or equipment supplied by the Customer or any Third Party with the Services. Such co-operation shall include, where appropriate, the provision of information and provision of access to Inoapps operations in so far as it relates to the Services but Inoapps shall not be obliged to disclose any Confidential Information. The co-operation shall be limited to enable the Customer and any Third Party to provide the Services covered under the terms of this Agreement and shall be supplied by Inoapps at its standard rates as notified to the Customer from time to time.

17   AUDIT

17.1   Inoapps shall maintain accurate and up to date financial records of its activities and operations relating to this Agreement in accordance with generally accepted accounting principles. Inoapps shall also maintain accurate and complete records relating to its performance of this Agreement.

17.2   Subject to Clause 17.5, Inoapps will (at the cost of the Customer) allow the Customer reasonable access to enable the Customer and any of the Customer's Third Party consultants (such as auditors, other advisors or insurers (provided the same are not competitors of Inoapps)) to which Inoapps has no reasonable objection, to carry out an audit of Inoapps relating to the provision of the Services within this agreement. This audit is subject to the Customer's and any of the Customer's Third Party consultant's obligations of confidentiality.

17.3   The audit shall be for the purpose of verifying:

17.3.1   the accuracy of Inoapps invoices to the Customer;

17.3.2   that the Services are being provided in accordance with applicable Service Levels;

17.3.3   that Inoapps is complying with its obligations under the Agreement;

17.3.4   any matter which the Customer's insurers may require for the purposes of the Customer maintaining or obtaining insurance cover; and

17.3.5   any other reasonably agreed purpose.

17.4   Inoapps will require reasonable written notice from the customer of such an audit and shall provide reasonable assistance during normal working hours. The audit will be performed no more frequently than once a year.

17.5   Inoapps will allow access to and provide copies of all records and information relating to the Services and their provision, except that Inoapps may refuse to provide access to:

17.5.1 any information belonging or relating to other Inoapps customers, suppliers or other third parties who are not associated in any way with this agreement or the provision of the Services; and/or

17.5.2 any information relating solely to Inoapps cost of providing the Services; and/or

17.5.3 any information, the provision of which, would breach applicable Data Protection Laws.

17.6 The Customer shall bear its own costs of conducting such an audit and shall use all reasonable endeavours to ensure that the conduct of each audit does not unreasonably disrupt Inoapps daily activities. Inoapps reserves the right to charge the Customer for the time of its personnel engaged in such an audit on a time and materials basis in the event such audit takes an amount of time or resource over and above what would be considered to be commercially reasonable.

18   GENERAL

18.1   RELATIONSHIP BETWEEN THE PARTIES

Nothing in this Agreement is intended nor shall be construed to create a partnership, joint venture, or agency relationship between the Parties. Accordingly, except as expressly authorised herein, neither Party shall have any authority to act or make representations on behalf of the other Party, and nothing herein shall impose any liability on either Party in respect of any liability incurred by the other Party to a Third Party. Each Party will be solely responsible for payment of all compensation owed to its personnel, as well as employment related taxes.

18.2   BUSINESS CONTINUITY

Inoapps shall maintain documented and tested business continuity plans necessary to meet reasonable prudent concerns about Inoapps' ability to perform its obligations herein without interruption or degradation in performance during and after any event that would otherwise affect the performance of such obligations. Upon the Customer's reasonable request, Inoapps shall provide the Customer with evidence of and opportunities to verify this business continuity capability.

18.3   NOTICES

18.3.1 All notices, including notices of address change, to be given under this Agreement shall, unless otherwise expressly stated, be in writing and shall be given by sending by certified or registered mail, nationally recognised overnight courier or by email (followed by certified mail), to the first address listed in the applicable Work Order for the applicable Party, and if no such address is listed, to the address listed at the start of this Agreement or such other address and email addresses as may be designated by either Party in writing from time to time, marked for the attention of the Chief Financial Officer and Legal Counsel.

18.3.2 Notices sent by certified recorded mail shall be deemed (in the absence of evidence of earlier receipt) to have been delivered two (2) days after its dispatch. Any notice sent via email shall be

deemed to have been delivered on the next working day following sending, subject to the same being followed by certified recorded mail within two (2) days of the email being sent.

18.4 **SEVERABILITY**

If any provision of the Agreement shall be found by any court or administrative body of competent jurisdiction to be invalid or unenforceable, the invalidity or unenforceability of such provision shall not affect any other provisions and all provisions not affected by such invalidity or unenforceability shall remain in full force and effect.

18.5 **NO WAIVER**

No failure or delay by either Party in exercising any of its rights under this Agreement shall be deemed to be a waiver of that right, and no waiver by either Party of a breach of any provision of this Agreement shall be deemed to be a waiver of any subsequent breach of the same or any other provision.

18.6 **ASSIGNMENT AND SUBCONTRACTORS**

18.6.1 The Customer shall not assign, delegate, sub-contract or otherwise deal with any of its rights and/or obligations under the Agreement without the consent of Inoapps, such consent not to be unreasonably withheld or delayed. Where such consent would violate the terms and conditions of any Third Party Supplier, it shall be deemed to be reasonable to withhold such consent.

18.6.2 Inoapps shall have the right to subcontract and/or assign all or any of its rights and obligations under a Work Order to an Inoapps Associated Company as may be required for the efficient completion of the Services. The Customer acknowledges and agrees to the use by Inoapps of resources engaged by its affiliates in jurisdictions outwith the United Kingdom.

18.6.3 Inoapps may sub-contract the performance of its obligations, in whole or in part, under this Agreement to a non-affiliate Third Party at any time with the consent of the Customer (such consent not to be unreasonably withheld or delayed).

18.6.4 Inoapps shall remain liable for the acts and omissions of any such subcontractor and, with the exception of Inoapps Associated Companies, shall obtain and maintain in effect written agreements with each of its subcontractors who participate in any of Inoapps' work hereunder and Inoapps warrants that such subcontractors shall possess the appropriate skills and experience for any tasks assigned to them.

18.6.5 Either Party may assign any or all of its rights under the Agreement to a successor pursuant to a merger or consolidation, or an assignee pursuant to a sale of all or substantially all of its assets

without the prior written consent of the other Party, unless such assignee is a competitor of the non-assigning Party or already has an Agreement in place with the non-assigning Party.

18.6.6 This Agreement and all of the terms, covenants, and conditions herein contained shall be binding upon and inure to the benefit of all of the Parties hereto and their respective permitted transferees, successors, heirs, executors, administrators and assigns.

18.6.7 For the avoidance of doubt and notwithstanding anything to the contrary herein, the Customer acknowledges that Inoapps uses individual consultants engaged by Inoapps or other Inoapps Associated Companies from time to time on a temporary basis to supplement its team of resources and such individuals will not be considered to be subcontractors for the purposes of this clause 18.

18.7 **FORCE MAJEURE**

Neither Party shall be liable for any loss or damage, which may be suffered, and a Party shall be excused from performance of obligations it is hindered or prevented from performing, in each case due to a cause beyond the Party's reasonably control, including, without limitation, any act of God, inclement weather, failure or shortage of power supplies, flood, drought, lightning or fire, strike, lock-out, trade dispute or labour disturbance, the act or omission of Government, highways authorities, other telecommunications operators or administrations or other competent authority, the obstruction by a Third Party of line of sight between microwave installations, war, military operations, acts of terrorism or riot, difficulty, delay or failure in manufacture, or production or supply by Third Parties of the Third Party Software ("**Event of Force Majeure**"). Should any such Event of Force Majeure occur both Parties reserve the right to suspend all or any part of the Agreement (excluding payment obligations) pending cessation of such Event of Force Majeure or the effect thereof, without incurring any liability for any loss or damage thereby occasioned. Should such suspension exceed 60 days in length, either Party may terminate this Agreement without incurring any liability for any loss or damage to the other in respect of that termination pursuant to Clause 6.2.

18.8 **ENTIRE AGREEMENT**

18.8.1 This Agreement, including any Appendices and Schedules, along with any Work Orders and applicable Software Service Agreements, constitutes the complete agreement and understanding between the Parties with respect to the subject matter set forth herein and supersedes all previous agreements, undertakings and representations made or existing between the Parties, written or oral, concerning such subject matter. It is expressly agreed that any terms and conditions of

Customer's purchase orders or similar documents shall be superseded by the terms and conditions of this Agreement and any applicable Work Order.

18.8.2   Each Party acknowledges that, in entering into this Agreement or any subsequent Work Order, it has not relied on any representation, warranty, pre-contractual statement or other provision except as expressly provided in this Agreement and subsequent Work Orders.

18.8.3   No representation made by any of employees, personnel or agents of either Party concerning any Services shall bind the other Party unless the same is confirmed in writing by an authorised representative of the relevant Party.

18.8.4   The express terms of this Agreement are in lieu of all warranties, conditions, terms, undertakings, and obligations implied by statute, common law, custom, trade usage, course of dealing or otherwise, all of which are hereby excluded to the fullest extent permitted by law.

18.9   **VARIATION**

18.9.1   This Agreement may not be modified or amended except in writing signed by a duly Authorised Signatory of each Party.

18.9.2   No Work Order or key project document (such as a solution design document) may be modified or amended except in writing signed by a duly Authorised Signatory of each Party and pursuant to Clause 12.

18.10   **NON-SOLICITATION**

18.10.1   Each Party agrees that during the term of this Agreement and for twelve (12) months thereafter (or if earlier, twelve (12) months from the date Services were last provided hereunder), it shall not directly or indirectly solicit or entice away (or seek or attempt to entice away) from the employment or engagement of the other Party any of the other Party's employees, independent contractors or subcontractors who were associated with the provision of the Services under this Agreement within the previous (12) twelve months, without the other Party's prior agreement in writing, such agreement not to be unreasonably withheld or delayed. The Parties acknowledge that this Clause cannot and does not exclude such persons from responding to advertisements for employment or engagement that are placed in the public domain by the Parties in the normal course of business.

18.10.2   In the event that a Party breaches Clause 18.10.1 it shall pay to the other Party, by way of liquidated damages, an amount equivalent to six months gross salary or remuneration of such person or subcontractor as at their date of termination of employment, such payment to be made within thirty (30) days of date of invoice. Both Parties acknowledge that this is a reasonable assessment of the likely loss to the other of losing and/or replacing the services of such person or subcontractor.

18.11   **THIRD PARTY RIGHTS**

A person who is not a Party to this Agreement shall have no right under the Contracts (Rights of Third Parties Act 1999) or any other applicable law or regulation to enforce any term of this Agreement unless it is specified to have a specific benefit hereunder and the Parties reserve the right to rescind or vary this Agreement or any part of it without the consent of any Third Party.

18.12 **EXPORT**

Customer agrees to comply fully with all relevant export laws and regulations of the United States ("**Export Laws**") to assure that neither the, Services, the Deliverables or Inoapps Materials nor any direct product thereof are (a) exported, directly or indirectly, in violation of Export Laws; or (b) are intended to be used for any purposes prohibited by the Export Laws, including, without limitation, nuclear, chemical or biological weapons proliferation.

18.13 **COUNTERPARTS**

This Agreement may be signed in multiple counterparts, each of which will be considered an original and all of which together will constitute a whole but together will constitute one and the same instrument. Signatures transmitted by facsimile or other electronic means shall have the same effect as original signatures.

18.14 **GOVERNING LAW**

This Agreement and all claims or causes of action arising hereunder or related to this Agreement shall be governed by and construed in accordance with the laws of England, and in the event of a dispute arising under or in connection with this Agreement, the Parties hereby submit to exclusive jurisdiction in the English courts.

Signed for and on behalf of: Signed for and on behalf of:

[LEGAL NAME OF CUSTOMER]   **Inoapps Limited**

Signed: Signed:

--   --

Name: Name:

--   --

Title: Title:

--   --

Date: Date:

--   --

Schedule 1 – Oracle Cloud Order Document

Cloud Services Terms

For Oracle cloud services (the "**Cloud Services**"), the following terms shall apply and be binding on the Customer (together, the "**Oracle Terms**"):

- The Oracle Cloud Service Agreement - https://www.oracle.com/a/ocom/docs/corporate/cloud-csa-uk-eng-v040119.pdf / https://www.oracle.com/us/corporate/contracts/saas-csa-uk-2069269.pdf
- The Oracle Hosting and Delivery policy - https://www.oracle.com/assets/ocloud-hosting-delivery-policies-3089853.pdf
- The Oracle PaaS and IaaS Public Cloud Services Pillar Document - Oracle PaaS and IaaS Public Cloud Services Pillar Document
- Such other documents and policies as may be listed in the Work Order

Oracle Cloud Infrastructure will be purchased via Oracle's Universal Credits.

The Customer hereby indemnifies Inoapps against any claims, damages, costs, expenses, liabilities or losses it suffers as a result of the Customer breaching the Oracle Terms.

Price Hold for Cloud Services

If so specified in the Work Order, during the Initial Period of the Work Order, the Customer may order additional quantities of the Cloud Services acquired under the Work Order at the Unit Net Price specified in the Work Order. This price hold does not apply to any renewals or extensions of the Cloud Services or to any cloud services other than those listed in the initial purchase under the applicable Work Order.

Cloud Services Order

Once placed, your order is non-cancellable and the sums paid non-refundable, except as otherwise provided herein. The Customer may not reduce the quantity of services purchased hereunder (e.g., user or record counts, storage) in whole or in part, during the Initial Period. The Initial Period for the Cloud Services commences on the Services Commencement Date, or the day Customer user login names and password are issued to the end user to access the Cloud Services.

Customer Reference

In consideration of the discounts granted under the Work Order, Oracle may refer to the Customer as a customer in sales presentations, marketing vehicles and activities. In addition Customer agrees to become part of Oracle's reference program by working with a representative from Oracle Marketing to define what marketing activities Customer will participate in. These marketing activities may include a reference in Oracle's annual report, taking sales reference calls and participating in print advertising, marketing leadership forums and trade shows. At a minimum, Customer agrees to develop a customer profile for use on Oracle.com and for other promotional activities at Oracle's discretion. The profile will include a quote from an executive of the Customer and the Customer's logo.

Service Level Credit

The Oracle Cloud Service Level Agreement, within the Hosting and Delivery Policies applicable to the Cloud Services ordered by the Customer, establishes a Target System Availability Level or Target Service Uptime objective and describes how Oracle defines, measures and reports system availability.

Shelving of Licenses

Please refer to Work Order if applicable.

APPENDIX A
Acceptance Certificate

CONTRACT TITLE: Master Services Agreement signed XXXX

FOR THE PROVISION OF: Services as agreed in Work Order

CONTRACT REF:

DATE:

BETWEEN:

Inoapps Limited ("Inoapps") and [LEGAL NAME OF CUSTOMER] ("the Customer")

1.   The Deliverables as set out in the Work Order (or Solution Design if applicable)

To be completed

2.   The deliverables as outlined in paragraph 1 of this document have been accepted in accordance with the Work Order or Solution Design (as applicable) and performs in all material respects.

SIGNED

For: **Inoapps Limited**   For: CUSTOMER

By: _____   By: _____

Full Name: _____   Full Name: _____

Title: _____   Title: _____

Date: _____   Date: _____

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APPENDIX B
Change Request

CONTRACT TITLE:

FOR THE PROVISION OF:

CONTRACT REF:_____ VARIATION NO: _____DATE: / /

BETWEEN:

Inoapps Limited ("Inoapps") and [LEGAL NAME OF CUSTOMER] ("the Customer")

1.   The Agreement is varied as follows:

> (a)   the title and type of the Change:
>
> (b)   the originator and date of the request for the Change:
>
> (c)   the authorised change requester:
>
> (d)   the reason for the Change:
>
> (e)   full details of the Change including any specifications:
>
> (f) the price (if any) of the Charges applicable to the Change:
>
> (g)   a timetable for the implementation, together with any proposals for acceptance, of the Change:
>
> (h)   a Schedule of payments if appropriate:
>
> (i) impact assessment, this must include details of the likely impact, if any, of the Change on the provision of the Services and on any matters not referred to in (a) to (g) above including but not limited to: any provision of this Agreement; the Charges; the Documentation to be provided; any risks to the Customer and other Agreement issues:
>
> (j) details of the extent to which the Supplier shall continue to carry out the Services:
>
> (k)   a unique sequential number of the Change Control Note:
>
> (l) the date on which the Change Control Note shall expire:

2.   The Agreement, including any previous Change Control Notes, shall remain effective and unaltered except as amended by this Change Control Note.

SIGNED

For:	**Inoapps Limited**	For:	[LEGAL NAME OF CUSTOMER]
By:	_____	By:	_____
Full Name:	_____	Full Name:	_____
Title:	_____	Title:	_____
Date:	_____	Date:	_____

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APPENDIX C

DATA PROTECTION

Part A

Data processing details

Processing of the Protected Data by Inoapps under this Agreement shall be for the subject-matter, duration, nature and purposes and involve the types of personal data and categories of Data Subjects set out in this Part A.

1   Subject-matter of processing:

[*Insert*]

2   Duration of the processing:

[*Insert*]

3   Nature and purpose of the processing:

[*Insert*]

4   Type of Personal Data:

[*Insert*]

5   Categories of Data Subjects:

[*Insert*]

6   Specific processing instructions:

[*Insert*]

Part B

Technical and organisational security measures

1   Inoapps shall implement and maintain the following technical and organisational security measures to protect the Protected Data:

In accordance with the Data Protection Laws, taking into account the state of the art, the costs of implementation and the nature, scope, context and purposes of the processing of the Protected Data to be carried out under or in connection with this Agreement, as well as the risks of varying likelihood and

severity for the rights and freedoms of natural persons and the risks that are presented by the processing, especially from accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to the Protected Data transmitted, stored or otherwise processed, Inoapps shall implement appropriate technical and organisational security measures appropriate to the risk, including as appropriate those matters mentioned in Articles 32(1)(a) to 32(1)(d) (inclusive) of the GDPR.