



Roelto Limited

Terms and Conditions
for the
Supply of
Visual Collaboration Solutions and Services (VCSS)



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THIS AGREEMENT is made on [date]

PARTIES

- (1) **ROELTO LIMITED**, a company registered in England and Wales whose registered company number is 7087803 and registered office is 50 Woodstock Avenue, London, W13 9UG, United Kingdom (**Roelto**); and
- (2) [insert name of Customer] [of OR a company incorporated in [England and Wales] under number [insert registered number] whose registered office is at] [insert address] (**Client**); and

(each of Roelto and the Client being a **party** and together Roelto and the Client are the **parties**).

BACKGROUND

- A Roelto is a professional consultancy and visual collaboration solution and services provider, with a specific focus on:
- SharpCloud Professional Services
 - Strategic Portfolio Management and Project Portfolio Roadmapping
 - Roadmapping
 - ISO 44001 and Collaboration
 - Providing Roelto – Visual Collaboration Solutions (R-VCS), powered by SharpCloud, a subscription-based Software-as-a-Service (SaaS)
 - IT Project, Program and Portfolio Management
 - Business and Technology strategy
- B The Client desires to obtain such services from Roelto pursuant to the terms and conditions set forth in this Agreement.
- C Either at commencement or from time to time during the term of this Agreement, Roelto will provide services to the Client on the terms set out in this Agreement and accordance with the terms set out in the applicable Work Order (and any Change to such Work Order carried out in accordance with the Change Control Procedure).
- D Roelto provides visual collaboration solutions (R-VCS) using the SharpCloud (Cloud Software) platform. SharpCloud is an Affiliate (subcontractor) to Roelto and the SharpCloud terms and conditions of software service are included and listed in SCHEDULE 5.

THE PARTIES AGREE AS FOLLOWS:

1 Definitions and interpretation

1.1 In this Agreement:

Account Manager	means: is the person appointed by each party to represent it in relation to day to day matters arising in relation to the Services and this Agreement;
Affiliate	means any entity that directly or indirectly Controls , is Controlled by, or is under common Control with, Roelto;
Authorised User	means: (i) Licensee's employees; and (ii) contractors authorised by Licensee to access the Subscription Software who, prior to obtaining access to the Subscription

Software, have executed a non-disclosure agreement that protects Roelto's Confidential Information to the same extent as this Agreement, in each case registered in the database with a unique UserID and a unique password, Roelto;

Bribery Laws	means the Bribery Act 2010 and associated guidance published by the Secretary of State for Justice under the Bribery Act 2010 and any similar or equivalent laws in any other relevant jurisdiction;
Business Day	means a day other than a Saturday, Sunday or bank or public holiday in England and Wales between the hours of 9am and 5:30pm;
Change	means any change to this Agreement including to any of the Services or to any of the Work Orders;
Change Control Procedure	means the process by which any Change is agreed as set out in clause 8.
Change Request	means a request submitted by a party to effect a Change, in the form of the template at Schedule 4.
Customisation	means: any components deployed in the hosted environment for the Subscription Software other than the generally available Subscription Software or components that Licensee may deploy via the standard user interface or tools included in the generally available Subscription Software. Customizations may include, without limitation, code, databases or third-party extensions that are not included in the generally available Subscription Software.
Roelto Personnel	means all employees, officers, staff, other workers, agents and consultants of Roelto, its Affiliates and any of their subcontractors who are engaged in the performance of the Services from time to time;
Commencement Date	means the date of this Agreement OR [insert date]] ;
Completion	shall, in relation to each Work Order, have the meaning given to it in clause 6.2, and Completed and similar expressions shall be construed accordingly;
Confidential Information	has the meaning given in clause 19;
Contract Year	means each consecutive period of 12 months commencing from the Commencement Date;
Control	has the meaning given in the Corporation Tax Act 2010, s 1124 and Controls and Controlled shall be interpreted accordingly;

Customer Materials	means any material owned by Client or its Affiliates relating to the Services
Data Protection Legislation	means the General Data Protection Regulation 2018 (EU) 2016/679) and the UK Data Protection Act 2018 (as amended from time to time). The Privacy and Electronic Communication (EC Directive) Regulations 2003 (PECR) and the European Communications (Electronic Communications Networks and Services) (Privacy and Electronic Communications) Regulations 2011 (as amended from time to time).
Deliverables	means the goods ancillary to the supply of the Services to be supplied by Roelto to Client;
Disclosure	means the party providing Confidential Information to the Recipient.
Documentation	means the then-current Roelto provided documentation relating to the features, functions, and use of the Subscription Software.
Force Majeure	has the meaning given in clause 22.
Initial Term	has the meaning set out in clause 2.
Intellectual Property Rights	means copyright, patents, rights in inventions, rights in confidential information, Know-how, trade secrets, trademarks, service marks, trade names, design rights, rights in get-up, database rights, rights in data, semi-conductor chip topography rights, mask works, utility models, domain names, rights in computer software and all similar rights of whatever nature and, in each case: (i) whether registered or not, (ii) including any applications to protect or register such rights, (iii) including all renewals and extensions of such rights or applications, (iv) whether vested, contingent or future and (v) wherever existing;
Know-how	means inventions, discoveries, improvements, processes, formulae, techniques, specifications, technical information, methods, tests, reports, component lists, manuals, instructions, drawings and information relating to customers and suppliers (whether written or in any other form and whether confidential or not);
Licensee Data	means Information provided, entered or uploaded for use by or with the Subscription Software by the Licensee or its Authorised Users.
License Restriction	means any limitation on the use of the Subscription Software identified in an Order Form (e.g., number of Authorised Users, locations, connections) and as per an

Affiliate (e.g. SharpCloud) current terms and conditions.

Milestone	means an activity, process or outcome described in an Work Order relating to the Services to be provided under that Work Order;
Milestone Payment	means the percentage of the Prices described in the corresponding Work Order as being payable by Client when the corresponding Milestones have been achieved by Roelto.
Performance Location	means the location set out in a Work Order at which Roelto shall perform, or procure the performance of, the Services.
Policies	means the policies of Client as advised by the Client in writing prior to the date of this Agreement.
Recipient	means the party receiving Confidential Information of the Discloser.
Restricted Period	means the Term and a period of one year thereafter.
Restricted Person	means any person employed or engaged by Roelto at any time during the Term who has or had material contact or dealings with Client.
Roelto – Visual Collaboration Collaboration Solutions (R-VCS)	means, preconfigured SharpCloud Stories which includes but not limited to (i) data templates or (ii) view templates, or (iii) user case samples, or (iv) data attributes, relationships, tags, calculations, or (v) integration, or (vi) design, configuration ,operational, training or support documentation, subject to SharpCloud Terms and conditions of use;
Services	means, as the context permits, (i) the services listed in Schedule 1, or (ii) the services supplied to Client by Roelto pursuant to an Work Order, together with the Deliverables (where the context permits);
Services Commencement Date	means the first date on which Roelto provides the Services to Client;

Services Termination Date	means the final date on which Services are supplied to Client by Roelto under this Agreement.
SharpCloud Business Partner	means Roelto is authorised to provide SharpCloud Professional Services including reselling SharpCloud software subject to SharpCloud Terms and Conditions and is recognised as a SharpCloud Business Partner.
Successor Supplier	any person taking responsibility for the provision of the Services following termination of this Agreement.
VAT	means value added tax, as defined by the Value Added Tax Act 1994; and
Work Order	means the detailed activities, timetable, dependencies and sequence of events which Roelto shall perform, or procure the performance of, when delivering the Services agreed between the parties pursuant to clause 5.2.

1.2 In this Agreement:

- 1.2.1 a reference to this Agreement includes its schedules, appendices and annexes (if any).
- 1.2.2 a reference to a 'party' includes that party's personal representatives, successors and permitted assigns
- 1.2.3 a reference to a 'person' includes a natural person, corporate or unincorporated body (in each case whether or not having separate legal personality) and that person's personal representatives, successors and permitted assigns
- 1.2.4 a reference to a gender includes each other gender
- 1.2.5 words in the singular include the plural and vice versa
- 1.2.6 any words that follow 'include', 'includes', 'including', 'in particular' or any similar words and expressions shall be construed as illustrative only and shall not limit the sense of any word, phrase, term, definition or description preceding those words;
- 1.2.7 the table of contents, background section and any clause, schedule or other headings in this Agreement are included for convenience only and shall have no effect on the interpretation of this Agreement
- 1.2.8 a reference to legislation is a reference to that legislation as amended, extended, re-enacted or consolidated from time to time
- 1.2.9 A reference to a Party includes its Group Companies (if any), representatives, successors or permitted assigns; and
- 1.2.10 A reference to a holding company or a subsidiary means a holding company or a subsidiary (as the case may be) as defined in section 1159 of the Companies Act 2006 and a company shall be treated, for the purposes only of the membership requirement contained in sections 1159(1)(b) and (c), as a member of another company even if its shares in that other company are registered in the name of (a) another person (or its nominee), whether by way of security or in connection with the taking of security, or (b) as a nominee.

2 Commencement and Initial Term

- 2.1 This Agreement commences on the Commencement Date and shall continue in force until **[insert date]** whereupon it shall automatically terminate, unless terminated earlier pursuant to clause 17 (the **Initial Term**).
- 2.2 The Initial Term may be extended for a period of up to two years only by mutual written consent of the Parties in accordance with the provisions in clause 8.
- 2.3 Any reference to Initial Term in this agreement includes any extension of the Initial Term carried out in accordance with clause 2.2.

3 Client obligations

- 3.1 During the Term, Roelto agrees to supply, and Client agrees to purchase, Services on the terms set out in this Agreement.
- 3.2 The Client shall at all times and in all respects:
 - 3.2.1 perform its obligations in accordance with the terms of this Agreement
 - 3.2.2 comply with any additional or special responsibilities and obligations of the Client specified in each Work Order
 - 3.2.3 pay the Prices for the Services and any Milestone Payments in accordance with the provisions of clause 12 and the terms of the Work Order
 - 3.2.4 co-operate with Roelto in all matters arising under this Agreement or otherwise relating to the performance of the Services
 - 3.2.5 make the Performance Location accessible to Roelto and Roelto Personnel as may be necessary for Roelto to perform the Services and otherwise comply with its obligations under this Agreement
 - 3.2.6 provide Client Materials, and all other information, documents, materials, data or other items necessary for the provision of the Services, to Roelto in a timely manner
 - 3.2.7 inform Roelto in a timely manner of any matters (including any health, safety or security requirements) which may affect the provision of the Services or the performance of any Work Order
 - 3.2.8 ensure that all tools, equipment, materials or other items provided to Roelto for the provision of the Services are suitable for the performance of the Services, in good condition and in good working order; and
 - 3.2.9 obtain and maintain all necessary licenses, permits and consents required to enable Roelto to perform the Services and otherwise comply with its obligations under this Agreement.
- 3.3 Failure by the Client to comply with clause 3.2 Roelto reserves the right to make a charge for abortive visits and unproductive waiting time at site for Roelto where created by circumstances beyond Roelto control

4 Right of first refusal

- 4.1 Roelto shall have the right of first refusal to the Client for services similar to the Services. Client

shall not purchase, directly or indirectly, any services which are the same as or similar to

the Services from any other person during the Term without offering Roelto the right of first refusal to perform these Services.

5 Work Orders

- 5.1 Subject to clause 5.4, the Client may provide Roelto with a draft written Work Order for Services substantially in the form set out in Schedule 2 or in any other form that the parties may agree in writing from time to time, provided that the Work Order shall be agreed by the parties pursuant to clause 5.2 (a **Work Order**).
- 5.2 Where the Services required by the Client are Services which require the parties to agree a Work Order, then:
- 5.2.1 The Client shall submit a draft Work Order for such Services to Roelto requesting Roelto to complete a corresponding draft Work Order
- 5.2.2 The Client shall promptly, and at its cost and expense, provide all necessary information, support and assistance as may be required by Roelto from time to time in considering the draft Work Order
- 5.2.3 Roelto shall submit a draft Work Order to Client within **10 Business Days** of the date of receipt of the draft Work Order, and
- 5.2.4 Roelto shall update and amend the draft Work Order from time to time as reasonably required as a result of its interactions with Client pursuant to clause 5.2.3.
- 5.3 The Client shall not be entitled to amend or withdraw a Work Order except as per clause 8.
- 5.4 A Work Order shall not constitute a binding obligation on Roelto to supply the Services until such time as Roelto has acknowledged and accepted the Work Order in signed writing. Roelto may accept or reject each Work Order in its absolute discretion.
- 5.5 No variation to a Work Order shall be binding unless expressly agreed in writing and executed by a duly authorised signatory on behalf of Roelto, or otherwise in accordance with the provisions of clause 8.
- 5.6 No Work Orders shall be placed following the date on which notice is validly served pursuant to clauses 17 or 22.3 or following the date on which the Agreement expires pursuant to clause 2.
- 5.7 Each Work Order shall form part of and be interpreted in accordance with the provisions of this Agreement.

6 Performance of the services

- 6.1 Each Work Order shall specify the Performance Location and the Client shall make such premises fully available for Roelto and Roelto Personnel.
- 6.2 Each Work Order shall be deemed to have been completed in full and in accordance with the terms of this Agreement and the terms of the corresponding Work Order upon delivery of the completion note specified in clause 6.3 (Completion).
- 6.3 Following performance of the Services, Roelto shall provide a completion note to Client stating:

- 6.3.1 the date and reference number of the Work Order
- 6.3.2 a description of the Services performed
- 6.3.3 the categories, type and quantity of any Deliverables supplied; and
- 6.3.4 any further information identified as being required in the corresponding Work Order.
- 6.4 Roelto shall use its reasonable endeavors to perform the Services in accordance with any commencement or end dates specified for performance in the corresponding Work Order. Services which do not have specified commencement or end dates shall be performed by Roelto within a reasonable period of time.
- 6.5 Translation Exclusion: All work will be undertaken in the English language. Any translation of documents, or interpretation during meetings, which may be required, will be specifically agreed in writing beforehand with the Client and be a reimbursable expense in accordance with the Treatment of Expenses.
- 6.6 Copy Limit: One hard copy of any deliverable document produced by Roelto for this project will be issued to the Client as standard. Any additional hard copies requested by the Client will be subject to an additional cost to be mutually agreed and this will be a reimbursable expense in accordance with the treatment of exclusive prices in clause 11.2.1
- 6.7 Roelto shall ensure that Roelto Personnel shall comply with the Policies.
- 7 Account management and reporting**
 - 7.1 Each party shall appoint an Account Manager to act as the main point of contact for the other party in respect of all day-to-day matters relating to the supply of the Services and this Agreement.
 - 7.2 The parties shall ensure that the Account Managers meet at monthly intervals to discuss the progress being made in relation to the provision of the Services and any disagreements which may arise.
 - 7.3 Client shall ensure that its Account Manager also provides updated service information for submission to Roelto on a regular basis detailing any information that will be pertinent to Roelto in completing the Services detailed in the Work Order.
 - 7.4 Roelto shall ensure that its Account Manager also provides a status report for submission to Client on a monthly basis detailing a status report on the progress of the Services in the Work Order.
- 8 Change control procedure**
 - 8.1 Where Client or Roelto sees a need to change this Agreement (or any of the provisions therein, including the Services or the Work Orders), whether in Work Order to include an additional service, function or responsibility to be performed by Roelto for Client under this Agreement, to amend the Services or the service levels as set out in the Services or otherwise in an Work Order, Roelto may at any time request, and Client may at any time recommend, such Change and a Change Request shall be submitted by the party requesting/recommending (as applicable) the Change to the other. Such Change shall be agreed by the parties only once the Change Request is signed by both parties.
 - 8.2 Each Change Request shall conform to the requirements of Schedule 4.

8.3 Until such Change is made in accordance with clause 8.1, Client and Roelto shall, unless otherwise agreed in writing, continue to perform this Agreement in compliance with its terms prior to such Change.

8.4 Any discussions which may take place between Client and Roelto in connection with a request or recommendation before the authorisation of a resultant Change shall be without prejudice to the rights of either party. Any Services or other work required by Client which have not been agreed in accordance with the provisions of clause 8 shall be undertaken entirely at the expense and liability of Client.

9 Warranty

9.1 The Client warrants that:

9.1.1 it has the right, power and authority to enter into this Agreement and grant to Roelto the rights (if any) contemplated in this Agreement; and

9.1.2 Client Materials and all other information, documents, materials, data or other items provided by Client pursuant to this Agreement do not infringe the Intellectual Property Rights of any third party.

9.2 Subject to the provisions of clause 9.3, Roelto shall, at its option, remedy, re-perform or refund the Price of any Services or Deliverables that do not comply with clause 6 provided that Client serves a written notice on Roelto that some or all of the Services or Deliverables (as the case may be) do not comply with clause 6, and identifying in sufficient detail the nature and extent of the defects with sufficient evidence within 5 Business Days of Completion.

9.3 Roelto shall not be liable for any failure of the Services or the Deliverables to comply with the provisions of clause 6 where the same arises directly or indirectly and whether in whole or in part as a result of:

9.3.1 a breach by the Client of any of its obligations under this Agreement

9.3.2 an event of Force Majeure

9.3.3 any design, specification or requirement of the Client not subject to Clause 6 or the relevant Work Order

9.3.4 The Client adding additional modification or not following Roelto instructions relation to the Services or the Deliverables; or

9.3.5 use of Client Materials.

9.4 Except as set out in this clause 9 Roelto gives no warranty and makes no representations in relation to the Services.

9.5 The Client acknowledges that Roelto is not and cannot be aware of the extent of any potential loss or damage to Client resulting from any failure of the Services to conform to the specification or any failure by Roelto to discharge its obligations under this Agreement.

9.6 Subject to clause 15.7, the provisions of clause 9 set out Client's sole and exclusive remedies (howsoever arising, whether in contract, tort, negligence or otherwise) for any breach of clause 9 or for any other error or defect in the Deliverables or defective performance of the Services.

10 Suspension of services

10.1 If, in relation to a Work Order, the Client is in breach of any of its obligations under this Agreement or if Roelto is prevented or delayed in performing the Services for any reason attributable to Client, its Affiliates, employees, agents, representative or subcontractors, then Roelto (without prejudice to its other rights):

10.1.1 may suspend performance of the Services under the Work Order until such time as Client fully remedies its breach or default

10.1.2 shall not be liable for any losses, damages, costs and expenses incurred by the Client as a result of such suspension; and

10.1.3 shall recover from the Client all losses, damages, costs and expenses incurred by Roelto arising from the Client's breach of default.

11 Price

11.1 The Prices payable by the Client in respect of each Work Order are contained within the applicable Work Order and may be increased under clauses 6.4, 6.5, 11.4 11.5.

11.2 The Prices are exclusive of:

11.2.1 **[insert details e.g. expenses]** which shall be charged in addition at Roelto's standard rates, and

11.2.2 VAT (or equivalent sales tax), other taxes and statutory duties, which may apply.

11.3 Where the Prices are calculable on a time and materials basis, Roelto will keep time sheets showing the hours worked by each of Roelto Personnel in respect of the provision of the corresponding Services and will if so requested produce them to Client for accounting purposes.

11.4 Roelto will be entitled to be reimbursed by Client for all out-of-pocket expenses (including travelling and entertainment expenses but not parking fines or road traffic offence fines) incurred by Roelto and Roelto Personnel in the proper provision of the Services , subject to the production of such receipts or other evidence as Client may reasonably require and will include any such expenses on invoices rendered.

11.5 Additional Charges: Roelto reserves the right to make a charge for:

11.5.1 Any preparation or interim work already carried out, in the event of cancellation by the client after placing the Work Order.

11.5.2 Works and materials not described in the Work Order.

11.5.3 Abortive visits to and unproductive waiting time on site for Roelto personnel where created by circumstances beyond our control.

12 Payment

12.1 Roelto may issue its invoice in respect of a Work Order at any time after the Work Order is placed or, in accordance with the Payment Terms specified in the Work Order.

12.2 The Client shall pay all invoices:

12.2.1 in full in cleared funds within 10 Business Days of the date of each invoice; and

12.2.2 to the bank account nominated by Roelto in the Work Order.

12.3 Client shall pay any applicable VAT (or equivalent sales tax) to Roelto on receipt of a valid VAT invoice.

12.4 Time of payment is of the essence. Without prejudices to such right to charge Interest Roelto, may suspend or terminate the Services by issuing formal notice to the Client advising of breach. Roelto shall not be obliged to recommence the works and or services until sums due are received. Where sums due hereunder are not paid in full by the due date:

12.4.1 Roelto may, without limiting its other rights, charge interest on such sums at 3% percentage points a year above the base rate of Bank of England from time to time in force; and

12.4.2 Interest shall accrue on a daily basis and apply from the due date for payment until actual payment in full, whether before or after judgment.

13 Data protection

13.1 Each party agrees that, in the performance of their respective obligations under this Agreement, it shall comply with the provisions of Schedule 4.

14 Intellectual property rights

14.1 Roelto and its licensors shall retain ownership of all Intellectual Property Rights in the Deliverables, excluding Client Materials.

14.2 In consideration of the Prices payable under this Agreement and the parties' mutual obligations under this Agreement, where specifically provided in an Work Order, Roelto licenses to Client on a non-exclusive basis all the present Services and Deliverables and all other materials created by Roelto pursuant to this Agreement.

14.3 In relation to the Client Materials, the Client and its licensors shall retain ownership of all IPRs in the Client Materials; and grants to Roelto a fully paid-up, non-exclusive, royalty-free, non-transferable license to copy and modify the Clients Materials for the term of this agreement for the purpose of providing the Services to the Client.

14.4 Except as expressly agreed in writing, no Intellectual Property Rights of Roelto are transferred or licensed as a result of this Agreement.

14.5 Subject to the foregoing, each party shall be entitled to use in any way it deems fit any skills, techniques or Know-how acquired, developed or used in connection with the Intellectual Property Rights or otherwise in connection with this Agreement provided always that such skills, techniques or Know-how do not infringe the other party's Intellectual Property Rights now or in the future or disclose or breach the confidentiality of the other party's Confidential Information.

14.6 Roelto shall be fully indemnified by the Client against all and any claims, losses, damages, costs (including reasonable legal fees) liabilities and expenses concerning infringement or alleged infringement of any form of Intellectual Property Right related to material provided to Roelto by the Client.

14.7 This clause shall survive the expiry or termination of this Agreement and shall continue in full force and effect.

15 Limitation of liability

15.1 Parties are responsible for making its own arrangements for the insurance of any excess loss.

- 15.2 The extent of the parties' liability under or in connection with this Agreement (regardless of whether such liability arises in tort, contract or in any other way and whether or not caused by negligence or misrepresentation) shall be as set out in this clause 15.
- 15.3 Subject to clauses 15.6 and 15.7, the total liability of Parties, howsoever arising under or in connection with this Agreement, shall not exceed the total of the value of the relevant Work Order in respect of all breaches of duty occurring within any contract year shall not exceed the cap. Roelto's total liability includes liability in contract, tort (including negligence), breach of statutory duty, or otherwise, arising under or in connection with this agreement.
- 15.4 Subject to clause 15.7, Roelto shall not be liable for consequential, indirect or special losses.
- 15.5 Subject to clause 15.7, Roelto shall not be liable for any of the following (whether direct or indirect):
- 15.5.1 loss of profit
 - 15.5.2 loss of or corruption to data
 - 15.5.3 loss of use
 - 15.5.4 loss of production
 - 15.5.5 loss of contract
 - 15.5.6 loss of opportunity, sales or business
 - 15.5.7 any indirect, incidental, special or consequential loss or damage
 - 15.5.8 loss of savings, discount or rebate (whether actual or anticipated)
 - 15.5.9 harm to reputation or loss of goodwill.
- 15.6 The limitations of liability set out in clause 15.3 shall not apply in respect of liability under any indemnities given by the Client under this Agreement and any sums payable in connection with such indemnities shall not be taken into account when aggregating Client's liability under clause 15.3.
- 15.7 Notwithstanding any other provision of this Agreement, the liability of the parties shall not be limited in any way in respect of the following:
- 15.7.1 death or personal injury caused by negligence
 - 15.7.2 fraud or fraudulent misrepresentation; or
 - 15.7.3 any other losses which cannot be excluded or limited by applicable law.

16 Indemnity

- 16.1 Roelto shall indemnify Client for any losses, damages, liability, costs and expenses (including professional fees) incurred by it as a result of any action, demand or claim that the provision of the Services or Deliverables infringes the Intellectual Property Rights of any third party (an **IPR Claim**).
- 16.2 In the event that Client receives notice of any IPR Claim, it shall:

- 16.2.1 notify Roelto in writing as soon as reasonably practicable
- 16.2.2 not make any admission of liability or agree any settlement or compromise of the Claim without the prior written consent of Roelto (such consent not to be unreasonably withheld or delayed)
- 16.2.3 let Roelto at its request and own expense have the conduct of or settle all negotiations and litigation arising from the IPR Claim at its sole discretion provided that if Roelto fails to conduct the Claim in a timely or proper manner Client may conduct the Claim at the expense of Roelto;
- 16.2.4 take all reasonable steps to minimise the losses that may be incurred by it or by any third party as a result of the IPR Claim; and
- 16.2.5 provide Roelto with all reasonable assistance in relation to the IPR Claim (at Client's expense) including the provision of prompt access to any relevant premises, officers, employees, contractors or agents of Client.
- 16.3 If any IPR Claim is made or is reasonably likely to be made, Roelto may at its option:
 - 16.3.1 procure for Client the right to continue receiving the relevant Services or using and possessing the relevant Deliverables; or
 - 16.3.2 re-perform the infringing part of the Services or modify or replace the infringing part of the Deliverables so as to avoid the infringement or alleged infringement, provided the Services or Deliverables remain in conformance to the specification.
- 16.4 Roelto's obligations under clause 16.1 shall not apply to Deliverables modified or used by Client other than in accordance with this Agreement or Roelto's reasonable written instructions.
- 16.5 In respect of any indemnity given by either party under this Agreement, the party which receives the benefit of the indemnity shall take all reasonable steps so as to reduce or mitigate the loss covered by the indemnity.
- 17 Termination**
 - 17.1 This Agreement may be terminated by Roelto giving not less than *four weeks'* notice in writing to Client.
 - 17.2 Either party may terminate this Agreement at any time by receiving notice in writing to the other party if:
 - 17.2.1 the other party commits a material breach of this Agreement and such breach is not remediable
 - 17.2.2 the other party commits a material breach of this Agreement which is not remedied within 30 days of receiving written notice of such breach
 - 17.2.3 any consent, license or authorisation held by the other party is revoked or modified such that the other party is no longer able to comply with its obligations under this Agreement or receive any benefit to which it is entitled.
 - 17.3 Either party may terminate this Agreement at any time by receiving notice in writing to the other party if that other party:

- 17.3.1 stops carrying on all or a significant part of its business, or indicates in any way that it intends to do so
- 17.3.2 is unable to pay its debts either within the meaning of section 123 of the Insolvency Act 1986 or if the non-defaulting party reasonably believes that to be the case
- 17.3.3 becomes the subject of a company voluntary arrangement under the Insolvency Act 1986
- 17.3.4 has a receiver, manager, administrator or administrative receiver appointed over all or any part of its undertaking, assets or income
- 17.3.5 has a resolution passed for its winding up
- 17.3.6 has a petition presented to any court for its winding up or an application is made for an administration order, or any winding-up or administration order is made against it;
- 17.3.7 is subject to any procedure for the taking control of its goods that is not withdrawn or discharged within seven days of that procedure being commenced
- 17.3.8 has a freezing order made against it
- 17.3.9 is subject to any events or circumstances analogous to those in clauses 17.3.1 to 17.3.8 in any jurisdiction
- 17.3.10 takes any steps in anticipation of, or has no realistic prospect of avoiding, any of the events or procedures described in clauses 17.3.1 to 17.3.9 including for the avoidance of doubt, but not limited to, receiving notice for the convening of any meeting of creditors, issuing an application at court or filing any notice at court, receiving any demand for repayment of lending facilities, or passing any board resolution authorising any steps to be taken to enter into an insolvency process.
- 17.4 The right of a party to terminate the Agreement pursuant to clause 17.3 shall not apply to the extent that the relevant procedure is entered into for the purpose of amalgamation, reconstruction or merger (where applicable) where the amalgamated, reconstructed or merged party agrees to adhere to this Agreement.
- 17.5 Roelto may terminate this Agreement at any time by giving not less than four weeks' notice in writing to Client if Client undergoes a change of Control or if Client has announced that it shall undergo a change of Control within two months.
- 17.6 On termination of this Agreement for any reason:
 - 17.6.1 Roelto shall immediately stop the performance of all Services
 - 17.6.2 Roelto shall promptly invoice Client for all Services performed but not yet invoiced
 - 17.6.3 without prejudice to any additional obligations under Schedule 3, the parties shall within 10 Business Days return any materials of the other party then in its possession or control; and
 - 17.6.4 all rights granted to Client under this Agreement or any Work Order shall immediately cease.

17.7 The following clauses of this Agreement shall survive termination, howsoever caused:

17.7.1 clause 9 (warranty)

17.7.2 clause 13 (data protection)

17.7.3 clause 15 (limitation of liability)

17.7.4 clause 16(indemnity);

17.7.5 clause 17.6 (consequence of termination)

17.7.6 clause 18 (non-solicitation)

17.7.7 clause 19 (confidential information)

17.7.8 clause 21 (dispute resolution)

17.7.9 clause 24 (notices)

17.7.10 clause 37 (third party rights)

17.7.11 clauses 38 and 39 (governing law and jurisdiction); and

17.7.12 Schedule 3 (data protection)

together with any other provision of this Agreement which expressly or by implication is intended to survive termination.

18 Non-solicitation

18.1 In order to protect the legitimate business interests of Roelto, during the Restricted Period Client shall not, either directly or indirectly, by or through itself, its affiliate, its agent or otherwise, or in conjunction with its affiliate, its agent or otherwise, whether for its own benefit or for the benefit of any other person:

18.1.1 solicit, entice or induce, or endeavour to solicit, entice or induce, any Restricted Person of Roelto with a view to employing or engaging the Restricted Person, or

18.1.2 employ or engage or offer to employ or engage a Restricted Person of Roelto

without the prior written consent of Roelto.

18.2 In the event of a breach of clause 18.1 which results in a Restricted Person leaving Roelto and being employed or engaged by the Client, the Client shall pay to Roelto by way of liquidated damages an amount equivalent to 50% of the fee paid or received by or to the Restricted Person and/or Restricted Company.

18.3 The provisions in clause 18.2 shall be without prejudice to a party's ability to seek damages or claim injunctive relief.

19 Confidential information

19.1 Each party undertakes that it shall keep any information that is confidential in nature concerning the other party and its Affiliates including, any details of its business, affairs, customers, clients, suppliers, plans or strategy (**Confidential Information**) confidential and that it shall not use or

disclose the other party's Confidential Information to any person, except as permitted by clause 19.2.

19.2 A party may:

19.2.1 subject to clause 19.5, disclose any Confidential Information to any of its employees, officers, representatives or advisers (**Representatives**) who need to know the relevant Confidential Information for the purposes of the performance of any obligations under this Agreement, provided that such party ensures that each Representative to whom Confidential Information is disclosed is aware of its confidential nature and agrees to comply with clause 19 as if it were a party

19.2.2 disclose any Confidential Information as may be required by law, any court, any governmental, regulatory, or supervisory authority (including any securities exchange) or any other authority of competent jurisdiction to be disclosed; and

19.2.3 Subject to clause 19.5, use Confidential Information only to perform any obligations under this Agreement.

19.3 Each party recognises that any breach or threatened breach of clause 19 may cause irreparable harm for which damages may not be an adequate remedy. Accordingly, in addition to any other remedies and damages, the parties agree that the non-defaulting party may be entitled to the remedies of specific performance, injunction and other equitable relief without proof of special damages.

19.4 Clause 19 shall bind the parties during the Term and for a period of five years following termination of this Agreement.

19.5 To the extent any Confidential Information is as defined in Schedule 3 such Confidential Information may be disclosed or used only to the extent such disclosure or use does not conflict with any of Schedule 3.

20 Anti-bribery

20.1 For the purposes of clause 20 the expressions '**adequate procedures**' and '**associated with**' shall be construed in accordance with the Bribery Act 2010 and guidance published under it.

20.2 Client shall ensure that it and each person referred to in clauses 20.2.1 to 20.2.3 (inclusive) does not, by any act or omission, place Roelto in breach of any Bribery Laws. Client shall comply with all applicable Bribery Laws in connection with the performance of the Services and this Agreement, ensure that it has in place adequate procedures to prevent any breach of clause 20 and ensure that:

20.2.1 all of Client's personnel and all direct and indirect subcontractors, suppliers, agents and other intermediaries of Client

20.2.2 all others associated with Client; and

20.2.3 each person employed by or acting for or on behalf of any of those persons referred to in clauses 20.2.1 and/or 20.2.2,

involved in connection with this Agreement, so comply.

20.2.4 Client shall immediately notify Roelto as soon as it becomes aware of a breach or possible breach of any of the requirements in this clause 20.

20.2.5 Any breach of clause 20 by Client shall be deemed a material breach of this Agreement that is not

remediable and shall entitle Roelto to immediately terminate this Agreement by notice under clause 17.2.1.

21 Multi-tiered dispute resolution procedure

- 21.1 If a dispute arises out of or in connection with this agreement or the performance, validity or enforceability of it (Dispute) then the parties shall follow the procedure set out in this clause either party shall give to the other written notice of the Dispute, setting out its nature and full particulars (Dispute Notice), together with relevant supporting documents.
- 21.2 On service of the Dispute Notice, the [Account Manager] of the Customer and [Account Manager] of Roelto, the parties shall use all reasonable endeavours to reach a negotiated resolution through the following procedures, the Parties shall ensure that these representatives shall, within 5 Business Days of a written request from one Party to the other, (unless another period of time is agreed in writing), meet in a good faith effort to consider the dispute.
- 21.3 If the [Account Manager] of Roelto and [Account Manager] of Customer are for any reason unable to resolve the Dispute within 30 days of service of the Dispute Notice, the Dispute shall be referred to the [SENIOR OFFICER TITLE] of the Customer and [SENIOR OFFICER TITLE] of Roelto who shall attempt in good faith to resolve it; and
- 21.4 If the dispute has not been resolved within 30 days of the first meeting of the [SENIOR OFFICER TITLE] of the Customer and [SENIOR OFFICER TITLE] of Roelto, then the matter shall finally be referred to mediation in accordance with the London Court of International Arbitration Mediation Rules.
- 21.5 Until the parties have completed the steps referred to in clauses 21.2 to 21.4, and have failed to resolve the dispute, neither party shall commence formal legal proceedings or arbitration, except that either party may at any time seek urgent interim relief from the courts or emergency arbitrator relief.

22 Force majeure

- 22.1 In this clause 'Force Majeure' means an event or sequence of events beyond either parties reasonable control preventing or delaying it from performing its obligations, or making the contract radically different, under this Agreement. Inability to pay is not Force Majeure.
- 22.2 A party shall not be liable if delayed in or prevented from performing its obligations under this Agreement due to Force Majeure, provided that it:
- 22.2.1 promptly notifies the other of the Force Majeure event and its expected duration; and
- 22.2.2 uses reasonable endeavours to minimise the effects of that event.
- 22.3 If, due to Force Majeure, a party:
- 22.3.1 is or is likely to be unable to perform a material obligation; or
- 22.3.2 is or is likely to be delayed in or prevented from performing its obligations for a continuous period of more than 40 Business Days
- the other party may terminate this Agreement on not less than *four weeks'* written notice.

23 Entire agreement

- 23.1 The parties agree that this Agreement and the Work Orders entered into pursuant to it

constitutes the entire agreement between them and supersedes all previous agreements, understandings and arrangements between them, whether in writing or oral in respect of its subject matter.

23.2 Each party acknowledges that it has not entered into this Agreement and the Work Orders entered into pursuant to it in reliance on, and shall have no remedies in respect of, any representation or warranty that is not expressly set out in this Agreement and the Work Orders entered into pursuant to it. No party shall have any claim for innocent or negligent misrepresentation on the basis of any statement in this Agreement.

23.3 Nothing in this Agreement purports to limit or exclude any liability for fraud.

24 Notices

24.1 Any notice given by a party under this Agreement shall:

24.1.1 be in writing and in English

24.1.2 be signed by, or on behalf of, the party giving it (except for notices sent by email); and

24.1.3 be sent to the relevant party at the address set out in clause 24.3.

24.2 Notices may be given, and are deemed received:

24.2.1 by hand: on receipt of a signature at the time of delivery

24.2.2 by Royal Mail Recorded Signed For post: at 9.00 am on the second Business Day after posting

24.2.3 by Royal Mail International Tracked & Signed at 9.00 am on the fourth Business Day after posting; and

24.2.4 by email provided confirmation is sent by first class post: on receipt of a delivery email from the correct address.

24.3 .3 Notices and other communications shall be sent to:

24.3.1 .1 [insert name of Roelto] [for the attention of [insert name and/or position]] at:

[insert address]

[[insert email address]]; and

[copied to [insert name] at [insert address]; and]

24.3.2 .2 [insert name of Customer] [for the attention of [insert name and/or position]] at:

[insert address]

[[insert email address]]; and OR .]

[copied to [insert name] at [insert address]].]

24.3.3 Any change to the contact details of a party as set out in clause 24.3 shall be notified to the other party in accordance with this clause 24 and shall be effective on the date specified in the notice as being the date of such change; or

24.3.4 if no date is so specified, 3 Business Days after the notice is deemed to be received.

24.4 All references to time are to the local time at the place of deemed receipt.

24.5 This clause does not apply to notices given in legal proceedings or arbitration.

25 Announcements

25.1 Subject to clause 25.2, no announcement or other public disclosure concerning this Agreement or any of the matters contained in it shall be made by, or on behalf of, a party without the prior written consent of the other party (such consent not to be unreasonably withheld or delayed). The parties shall consult on the form and content of any such announcement or other public disclosure, as well as the manner of its release.

25.2 If a party is required to make an announcement or other public disclosure concerning this Agreement or any of the matters contained in it by law, any court, any governmental, regulatory or supervisory authority (including any recognised investment exchange) or any other authority of competent jurisdiction, it may do so. Such a party shall:

25.2.1 notify the other party as soon as is reasonably practicable upon becoming aware of such requirement to the extent it is permitted to do so by law, by the court or by the authority requiring the relevant announcement or public disclosure

25.2.2 make the relevant announcement or public disclosure after consultation with the other party so far as is reasonably practicable; and

25.2.3 make the relevant announcement or public disclosure after taking into account all reasonable requirements of the other party as to its form and content and the manner of its release, so far as is reasonably practicable.

26 Further assurance

The Client shall at the request of Roelto, and at the cost of Client, do all acts and execute all documents which are necessary to give full effect to this Agreement.

27 Variation

No variation of this Agreement shall be valid or effective unless it is in writing, refers to this Agreement and is duly signed or executed by, or on behalf of, each party. Any variation made under duress will be set aside/invalid, even when Roelto has affirmed the contract (due to there being no other practical choice).

28 Assignment

28.1 The Client may not assign, subcontract or encumber any right or obligation under this Agreement, in whole or in part, without Roelto's prior written consent (such consent not to be unreasonably withheld or delayed).

28.2 Notwithstanding clause 28.1, the Client may perform any of its obligations and exercise any of its rights granted under this Agreement through any Affiliate, provided that it gives Roelto prior written notice including the identity of the relevant Affiliate. The Client acknowledges and agrees that any act or omission of its Affiliate in relation to that party's rights or obligations under this Agreement shall be deemed to be an act or omission of Client itself. Roelto may perform any of its obligations and exercise any of its rights granted under this Agreement through any

Affiliate.

29 Set off

Except as expressly set out in this Agreement, each party shall pay all sums that it owes to the other party under this Agreement without any set-off, counterclaim, deduction or withholding of any kind, save as may be required by law.

30 No partnership or agency

The parties are independent businesses and are not partners, principal and agent or employer and employee and this Agreement does not establish any joint venture, trust, fiduciary or other relationship between them, other than the contractual relationship expressly provided for in it. None of the parties shall have, nor shall represent that they have, any authority to make any commitments on the other party's behalf.

31 Severance

31.1 If any provision of this Agreement (or part of any provision) is or becomes illegal, invalid or unenforceable, the legality, validity and enforceability of any other provision of this Agreement shall not be affected.

31.2 If any provision of this Agreement (or part of any provision) is or becomes illegal, invalid or unenforceable but would be legal, valid and enforceable if some part of it was deleted or modified, the provision or part-provision in question shall apply with such deletions or modifications as may be necessary to make the provision legal, valid and enforceable. In the event of such deletion or modification, the parties shall negotiate in good faith in Work Order to agree the terms of a mutually acceptable alternative provision.

32 Waiver

32.1 No failure, delay or omission by either party in exercising any right, power or remedy provided by law or under this Agreement shall operate as a waiver of that right, power or remedy, nor shall it preclude or restrict any future exercise of that or any other right, power or remedy.

32.2 No single or partial exercise of any right, power or remedy provided by law or under this Agreement shall prevent any future exercise of it or the exercise of any other right, power or remedy.

32.3 A waiver of any term, provision, condition or breach of this Agreement shall only be effective if given in writing and signed by the waiving party, and then only in the instance and for the purpose for which it is given.

33 Compliance with law

Each party shall comply and shall (at its own expense unless expressly agreed otherwise) ensure that in the performance of its duties under this Agreement, its employees, agents and representatives will comply with all applicable laws and regulations, provided that neither party shall be liable for any breach of this clause 33 to the extent that such breach is directly caused or contributed to by any breach of this Agreement by the other party (or its employees, agents and representatives).

34 Conflicts within agreement

34.1 In the event of any conflict or inconsistency between different parts of this Agreement, the following descending Work Order of priority applies:

34.1.1 the Work Order

34.1.2 the terms and conditions in the main body of this Agreement and Schedule 3

34.1.3 the other Schedules

34.2 Subject to the above Work Order of priority between documents, later versions of documents shall prevail over earlier ones if there is any conflict or inconsistency between them.

35 Counterparts

35.1 This Agreement may be signed in any number of separate counterparts, each of which when signed and dated shall be an original, and such counterparts taken together shall constitute one and the same agreement.

35.2 Each party may evidence their signature of this Agreement by email a signed signature page of this Agreement in PDF format together with the final version of this Agreement in PDF or Word format, which shall constitute an original signed counterpart of this Agreement. Each party adopting this method of signing shall, following circulation by email, provide the original, hard copy signed signature page to the other parties as soon as reasonably practicable.

36 Costs and expenses

Each party shall pay its own costs and expenses incurred in connection with the negotiation, preparation, signature and performance of this Agreement (and any documents referred to in it).

37 Third party rights

37.1 Except as expressly provided for in clause 37.2, a person who is not a party to this Agreement shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any of the provisions of this Agreement.

37.2 The Affiliates of Roelto shall have the right to enforce the provisions of this Agreement.

38 Governing law

This Agreement and any dispute or claim arising out of or in connection with it, its subject matter or formation (including non-contractual disputes or claims) shall be governed by, and construed in accordance with, the laws of England and Wales.

39 Jurisdiction

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

40 Roelto – Visual Collaboration Solutions (R-VCS_L)

40.1 Refer to SCHEDULE 5 ROELTO VISUAL COLLABORATION SOLUTIONS (R-VCS)

40.2 Roelto is a Business Partner, Expert Associate and Authorised Reseller of SharpCloud. All R-VCS_L and or SharpCloud subscriptions are subject to the SharpCloud terms and conditions <http://www.sharpcloud.com/terms.html>

40.3 Integration and or the provision of Application Program Interfaces (API's) to any R-VCS_L and

SharpCloud Story to another system, SaaS, application, database and or program is excluded unless it is included within the Work Order.

- 40.4 All R-VCS_L and SharpCloud Stories will be deemed accepted by the Client after 14 days of business use.
- 40.5 Reverse engineering of any R-VCS_L is prohibited following the Copyright, Designs and Patents Act 1988 regulations

AGREED by the parties on the date set out at the head of this Agreement:

Signed by <i>[insert full name of director/authorised signatory]</i>	
for and on behalf of	[Director OR Authorised signatory]
<i>[insert name of Roelto]</i>	

and

Signed by <i>[insert full name of director/authorised signatory]</i>	
for and on behalf of	[Director OR Authorised signatory]
<i>[insert name of Client]</i>	

**SCHEDULE 1
SERVICES**

[Insert Work Order of Services]

SCHEDULE 2 WORK ORDERS

PARTICULARS

Roelto

Name: [insert full registered company name and trading name (if any) and registered number]

Address: [registered office address]

Contact:

Client

Name: [insert full registered company name and trading name (if any) and registered number]

Address: [registered office address]

Client Personnel: [Insert name of individual performing the Services]

Contract Number: [insert]	
Change No. [] of [insert]	Dated: [insert date]
Roelto Project Representative	Client Project Representative
Name: [insert name]	Name: [insert name]
Roelto [full contact address]	[Client] [full contact address]
Email: [insert]	Email: [insert]
Tel: +44 (0) 845 519 5934	Tel: [insert]
Mobile: [insert]	Mobile: [insert]

Services

Services description: [insert]	Specification	Price
Services Commencement Date:		
Performance Location:		
Resources:		

Services description		Specification	Price
Deliverables (with Deliverable reference):			
Statement of Work			
Deliverable Reference			
	Assumptions	Dependencies	Out of scope
Acceptance Process:			
Order agreed by Roelto:		Statement of Work agreed by the Client:	
Signature		Signature	
Name		Name	
Title		Title	
Date		Date	
Other relevant information:			

PAYMENT: Within thirty (30) days of receipt of original monthly invoice to the payee account previously nominated in writing to Roelto by the Client or detailed as follows:

Bank details [name, address, sort code, account no., account name, special instructions]

Reference (including Project Number / Order number): [insert]

Payment Milestone	Due Date	Deliverable Reference	Acceptance Criteria	Amount per outcome (Including VAT)

Payment: Within 10 days of receipt of original monthly invoice to the payee account previously nominated in writing to the Client by Roelto or detailed as follows:

Bank details [name, address, sort code, account no., account name, special instructions]

Reference (including Work Order (CH) number): [insert]

Timesheets: [N/A OR] [Roelto timesheet to be completed on the last working day of each month, detailing the days worked and the Services provided and submitted to **the Roelto Account Manager** for approval].

Expenses: If approved in advance, expenses will be reimbursed on presentation by Roelto to the Client original receipts or proofs of payment in support.

SCHEDULE 3 DATA PROTECTION

Part A Operative provisions

1. Definitions

1.1. In this Schedule:

Controller	has the meaning given in applicable Data Protection Laws from time to time
Data Protection Laws	means, as binding on either party or the Services: 1.1.1. the GDPR 1.1.2. the Data Protection Act 2018 1.1.3. any laws which implement any such laws; and 1.1.4. any laws that replace, extend, re-enact, consolidate or amend any of the foregoing
Data Subject	has the meaning given in applicable Data Protection Laws from time to time
GDPR	means the General Data Protection Regulation, Regulation (EU) 2016/679
International Organisation	has the meaning given in applicable Data Protection Laws from time to time
Personal Data	has the meaning given in applicable Data Protection Laws from time to time
Personal Data Breach	has the meaning given in applicable Data Protection Laws from time to time
processing	has the meaning given in applicable Data Protection Laws from time to time (and related expressions, including process, processed, processing, and processes shall be construed accordingly)
Processor	has the meaning given in applicable Data Protection Laws from time to time;

Protected Data	means Personal Data received from or on behalf of Client in connection with the performance of Roelto's obligations under this Agreement; and
Sub-Processor	means any agent, subcontractor or other third party (excluding its employees) engaged by Roelto for carrying out any processing activities on behalf of Client in respect of the Protected Data.

2. Client's compliance with data protection laws

The parties agree that Client is a Controller and that Roelto is a Processor for the purposes of processing Protected Data pursuant to this Agreement. Client shall at all times comply with all Data Protection Laws in connection with the processing of Protected Data. Client shall ensure all instructions given by it to Roelto in respect of Protected Data (including the terms of this Agreement) shall at all times be in accordance with Data Protection Laws.

3. Roelto's compliance with data protection laws

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

4. Indemnity

The Client shall indemnify and keep indemnified Roelto against all losses, claims, damages, liabilities, fines, sanctions, interest, penalties, costs, charges, expenses, compensation paid to Data Subjects, demands and legal and other professional costs (calculated on a full indemnity basis and in each case whether or not arising from any investigation by, or imposed by, a supervisory authority) arising out of or in connection with any breach by Client of its obligations under this Schedule.

5. Instructions

- 5.1. Roelto shall only process (and shall ensure Roelto Personnel only process) the Protected Data in accordance with Section 1 of Part B of this Schedule and this Agreement (and not otherwise unless alternative processing instructions are agreed between the parties in writing) except where otherwise required by applicable law (and shall inform Client of that legal requirement before processing, unless applicable law prevents it doing so on important grounds of public interest).
- 5.2. Without prejudice to paragraph 2 of this Part A, if Roelto believes that any instruction received by it from Client is likely to infringe the Data Protection Laws it shall promptly inform Client and be entitled to cease to provide the relevant Services until the parties have agreed appropriate amended instructions which are not infringing.

6. Security

Taking into account the state of technical development and the nature of processing, Roelto shall implement and maintain the technical and organisational measures set out in Section 2 of Part B of this Schedule to protect the Protected Data against accidental, unauthorised or unlawful destruction, loss, alteration, disclosure or access.

7. Sub-processing and personnel

7.1. Roelto shall:

- 7.1.1 not permit any processing of Protected Data by any agent, subcontractor or other third party (except its 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 prior written authorisation of Client;
- 7.1.2 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 Schedule that is enforceable by Roelto and ensure each such Sub-Processor complies with all such obligations;
- 7.1.3 remain fully liable to Client under this Agreement for all the acts and omissions of each Sub-Processor as if they were its own; and
- 7.1.4 ensure that all persons authorised by Roelto or any Sub-Processor to process Protected Data are subject to a binding written contractual obligation to keep the Protected Data confidential.

8. Assistance

- 8.1. Roelto shall (at Client's cost) assist Client in ensuring compliance with Client'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 Roelto.
- 8.2. Roelto shall (at Client's cost) taking into account the nature of the processing, assist Client (by appropriate technical and organisational measures), insofar as this is possible, for the fulfilment of Client'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.

9. International transfers

Roelto shall not process and/or transfer, or otherwise directly or indirectly disclose, any Protected Data in or to countries outside the United Kingdom or to any International Organisation without the prior written consent of Client.

10. Audits and processing

Roelto shall, in accordance with Data Protection Laws, make available to Client such information that is in its possession or control as is necessary to demonstrate Roelto's compliance with the obligations placed on it under this Schedule 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 Client (or another auditor mandated by Client) for this purpose (subject to a maximum of one audit request in any 12 month period under this paragraph 10).

11. Breach

Roelto shall notify Client without undue delay and in writing on becoming aware of any Personal Data Breach in respect of any Protected Data.

12. Deletion/return and survival

On the end of the provision of the Services relating to the processing of Protected Data, at Client's cost and Client's option, Roelto shall either return all of the Protected Data to Client 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 Roelto to store such Protected Data. This Schedule shall survive termination or expiry of this Agreement [indefinitely in the case of paragraphs 4 and 12 of this Part A and until 12 months following the earlier of the termination or expiry of this Agreement in the case of all other paragraphs and provisions of this Schedule].

Part B

Data processing and security details

Section 1—Data processing details

Processing of the Protected Data by Roelto 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 Section 1 of Part B.

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]]

Section 2—Minimum technical and organisational security measures

1.1 Roelto shall implement and maintain the following technical and organisational security measures to protect the Protected Data:

1.2 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, Roelto 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.

SCHEDULE 4 CHANGE REQUEST

Part A Procedure

1 Purpose

This Schedule sets out the procedure for dealing with Changes, including:

- (a) the rights of the parties to request a Change
- (b) the rights of the parties to approve or reject a proposed Change
- (c) the apportionment of costs incurred by the parties in compliance with this Schedule; and
- (d) the form of any authorised Change.

A Change Control Note will be in substantially the form set out in *Part 2* of this Schedule. Either party may submit a written request for Change to the other party.

2. Roelto initiated request for Change

- (a) Where Roelto initiates a request for a Change, it will at the same time send to the Client two copies of a draft Change Control Note signed by an authorised representative of Roelto.
- (b) If the Client reasonably considers that it requires further information in order to consider the proposed Change, it will notify Roelto within five Business Days of receipt of the request. Such notification must detail the further information required.
- (c) If Paragraph 2.2(b) applies, Roelto will provide the required information and, if required, re-issue two copies of the draft completed Change Control Note signed by an authorised representative of the Supplier within five Business Days of receiving such notification from the Customer.

2.3 Client initiated request for Change

- (a) Where the Client initiates a request for a Change, it will at the same time send to the Roelto two copies of a draft Change Control Note signed by an authorised representative of the Client.
- (b) If Roelto reasonably considers that it requires further information in order to consider the proposed Change, it will notify the Client within five Business Days of receipt of the request. Such notification must detail the further information required.
- (c) If Paragraph 2.2(b) applies, the Client will provide the required information and, if required, re-issue two copies of the draft completed Change Control Note signed by an authorised representative of the Supplier within five Business Days of receiving such notification from the Customer.

3. APPROVING AND REJECTING A CHANGE

3.1 Clients right of rejection of a Change Control Note

- (a) The Client may reject a request for Change from Roelto pursuant to Paragraph 2.3(a) only if, following a request for Change, Roelto reasonably believes that the proposed Change would:
 - (i) materially or adversely affect the risks to the health and safety of any person; or
 - (ii) require the agreement to be delivered in a way that infringes any law.

3.2 Roelto's right of approval of a Change Control Note

(a) Within five Business Days of receiving two copies of the Change Control Note pursuant to Paragraph 2.3(d), Roelto will evaluate the draft Change Control Note and must do one of the following:

(i) approve the Change Control Note. On the Customer's signature, the Change Control Note will constitute a binding Change to this agreement.

(ii) reject both copies of the Change Control Note and notify the Client in writing of the rejection.

(iii) if Roelto believes the Change Control Note has errors or omissions, require the Client to modify the document accordingly in which case the Client will make such modifications and re-submit two copies of the draft signed Change Control Note within five Business Days of receipt of the request to modify. Roelto will then approve or reject the proposed Change Control Note within five Business Days in accordance with Paragraph 3.2(a)(i) and Paragraph 3.2(a)(ii).

Part B Change Control Note Template

Change Control Note template

CCN No:	Agreement:	Effective date of Change:
Initiated by: Change requested by Roelto or the Client		
Date of request:		
Period of validity: This Change Control Note is valid for acceptance until [DATE].		
Reason for Change:		
Description and impact of the Change (including to delivery and performance):		
Required amendments to wording of agreement or schedules:		
Adjustment to Prices resulting from Change:		
Additional one-off charges and means of determining these (for example, fixed price basis):		

Supporting or additional information:	
SIGNED ON BEHALF OF THE CLIENT	SIGNED ON BEHALF OF ROELTO
Signature:	Signature:
Name:	Name:
Position:	Position:
Date:	Date:

SCHEDULE 5
ROELTO VISUAL COLLABORATION SOLUTIONS (R-VCS) AND SHARPCLOUD SOFTWARE

1. Definitions

1.1. In this Schedule refer to 1 Definitions and interpretation

2. R-VCS_L

2.1. All R-VCS are delivered using the SharpCloud service and shall be subject to the current SharpCloud Software Terms and Conditions, <https://www.sharpcloud.com/terms-and-conditions>.

2.1.1. SharpCloud Terms of Use

2.1.2. SharpCloud Software End-user License Agreement (EULA)

2.2. SharpCloud Security Statement: <https://www.sharpcloud.com/security>