



myConsole LTD
TERMS & CONDITIONS
FOR 12-MONTH LICENSE AND RELATED SERVICES

These terms and conditions (“Terms”) are a legal agreement between You (“Customer” or “You”) and myConsole Limited of C/O Naylor Accountancy Services Unit B12, Pine Grove Enterprise Centre, Pine Grove, Crowborough, United Kingdom, TN6 1DH, Registration Number 09772083 (“myConsole”, “Us” or “We”) for the subscription services provided by myConsole to you under these Terms using the Software via www.myConsole.co.uk or any other website notified to you by myConsole from time to time (“Services”). We grant you permission to utilize the Services under the conditions outlined in these Terms.

Please note that we do not transfer ownership of the Software to you; we retain ownership of the Software at all times.

The following terms are mutually agreed upon:



1. Definitions and Interpretation

1.1 The definitions and rules of interpretation in this condition 1 apply in these Terms.

Administrator	Your employee(s) who is elected by You to choose and approve Authorised Users, use the Services and have account administrator capabilities;
Affiliates	Means any entity that directly or indirectly controls, is controlled by or is under common control with the Customer within the meaning set out in section 1124 of the Corporation Tax Act 2010.
Authorised Users	Your employees, agents and independent contractors and those employees, agents and independent contractors of your Affiliates who are authorised by the Authorised Administrator to use the Services;
Business Day	Any day which is not a Saturday, Sunday or public holiday in the UK;
myConsole Software	The software application hosted by or on behalf of myConsole which receives and processes data
Confidential Information	Information that is proprietary or confidential and is either clearly labelled as such or identified as Confidential Information in condition 10.5;
Customer Data	The data that you input to the Software as part of your use of the Services;
Data Controller	Has the meaning given in the Data Protection Act 2018;
Data Processor	Has the meaning given in the Data Protection Act 2018;
Effective Date	The date on which you start to use myConsole;
End Users	Those individuals who use & visit the Customer Platform Website(s);
Normal Business Hours	9:00 to 17:00 UK time on any Business Day;
Order Form	The order form provided to You by myConsole which sets out further details regarding the Services; See Appendix
Personal Data	Data relating to living individuals as defined in the Data Protection Act 2018;

Software	The myConsole digital workplace database;
Subscription Fees	The subscription fees payable by You to myConsole for the Service, as set out in the Order Form which shall vary from time to time subject to the number of End Users your administrator has set up as active End Users.
Subscription Term	For a minimum 12-month license which has the meaning given in condition 13.1; and
Virus	Anything or device (including any software, code, file or programme) which may: prevent, impair or otherwise adversely affect the operation of any computer software, hardware or network, any telecommunications service, equipment or network or any other service or device; prevent, impair or otherwise adversely affect access to or the operation of any programme or data, including the reliability of any programme or data (whether by rearranging, altering or erasing the programme or data in whole or part or otherwise); or adversely affect the user experience, including worms, trojan horses, viruses and other similar things or devices.

2. Subscriptions

2.1 Subject to you paying the Subscription Fees and adhering to these Terms

myConsole hereby grants You a non-exclusive, non-transferable right to permit the Administrator and Authorised Users to use the Software and the Services during the Subscription Term solely for the purposes of generating personal profile reports on bids and projects for End-Users to be used solely for your internal business operations.

2.2 In relation to the Administrator and Authorised Users

You undertake that the Administrator and each Authorised User shall keep a secure password for his use of the Services, that such password shall be changed no less frequently than monthly, and that the Administrator and each Authorised User shall keep his password confidential.

2.3 You shall not access, store, distribute or transmit any Viruses, or any material during the course of its use of the Services that:

- 2.3.1 Is unlawful, harmful, threatening, defamatory, obscene, infringing, harassing or racially or ethnically offensive;
- 2.3.2 Facilitates illegal activity;
- 2.3.3 Depicts sexually explicit images;

- 2.3.4 Promotes unlawful violence;
- 2.3.5 Is discriminatory based on race, gender, colour, religious belief, sexual orientation, disability, or any other illegal activity; or
- 2.3.6 Causes damage or injury to any person or property; and
- 2.3.7 myConsole reserves the right, without liability to you and without prejudice to any other rights or remedies it may have, to disable your access to any material that breaches the provisions of this condition.

2.4 You shall not:

- 2.4.1 Use any of the Customer Data or personal profile reports or other information generated as part of the Services for any illegal or unlawful purposes;
- 2.4.2 Install or attempt to install the myConsole on any website other than the Customer Website(s);
- 2.4.4 Except as may be allowed by any applicable law which is incapable of exclusion by agreement between the parties:
 - 2.4.4.1 And except to the extent expressly permitted under these Terms, attempt to copy, modify, duplicate, create derivative works from, frame, mirror, republish, download, display, transmit, or distribute all or any portion of the Software (as applicable) in any form or media or by any means; or
 - 2.4.4.2 Attempt to reverse compile, disassemble, reverse engineer or otherwise reduce to human-perceivable form all or any part of the Software; or
- 2.4.5 Access all or any part of the Software or the Services in order to build a product or service which competes with the Services; or
- 2.4.6 Use the Services or the Software to provide services to third parties; or
- 2.4.7 Subject to condition 19.1, license, sell, rent, lease, transfer, assign, distribute, display, disclose, or otherwise commercially exploit, or otherwise make the Software or the Services available to any third party except the Administrator and the Authorised Users, or
- 2.4.8 Attempt to obtain, or assist third parties in obtaining, access to the Software or the Services, other than as provided under this condition 2.

2.5 You shall use all reasonable endeavours to prevent any unauthorised access to, or use of, the Services and/or the Software and, in the event of any such unauthorised access or use, promptly notify myConsole.

3. Additional Users

3.1 Your Subscription Fees are based on the number of Users, your administrator has set up as active users as set out in the Order Form.

3.2 In the event:

3.2.1 You wish to use add additional Users to myConsole or

3.2.2 The Customer Platform (s) receives a larger volume of traffic than set out in the Order Form and such increase falls within a higher fee band of myConsole's then current subscription fee prices will be increased automatically; you should use the myConsole Console Control Panel in the Software to increase the scope of your Services. Your Subscription Fee will increase according to myConsole's then current subscription fee prices.

3.3 In the event, you do not increase the scope of your Services in accordance with condition

3.2 and:

3.3.1 You wish to use add additional Users to myConsole or;

3.3.2 Any Customer Platform receives a larger volume of traffic than set out in the Order Form and such increase falls within a higher fee band of myConsole's then current subscription fee prices; you shall pay to myConsole the difference between the actual Subscription Fee paid and the Subscription Fee due as set out in myConsole's then current subscription fee price list and the applicable administration charge as set out in myConsole's then current subscription fee price list.

3.4 Any increase in Subscription Fees

Under condition 3.2 or condition 3.3 shall apply for the remainder of the Subscription Term, subject always to our right to increase it if there is an increase in the number of Customer instances or an increase in the volume of traffic to the Customer Platform (s).

3.5 You shall pay to myConsole the increased Subscription Fees and any administration fees in accordance with condition 8 and, if such increase occurs part way through any billing month, the amount of the increase in Subscription Fees shall be pro-rated for the remainder of the billing month.

4. Services

4.1 myConsole shall, during the Subscription Term, provide the Services to You subject to these Terms.

4.2 myConsole shall make the Services available 24 hours a day, seven days a week, except for:

4.2.1 planned maintenance carried out during the maintenance window of 22:00 to 02:00 UK time; and

4.2.2 unscheduled maintenance performed outside Normal Business Hours, provided that myConsole has used reasonable endeavours to give you at least 4 Normal Business Hours' notice in advance.

4.3 myConsole will, as part of the Services, use its technology to survey and feedback on your use of the Services. Any Personal Data collected as part of this activity will be processed in accordance with myConsole's privacy policy from time to time.

5. Customer Data

5.1 You shall own all rights, title and interest in and to all of the Customer Data and shall have sole responsibility for the legality, reliability, integrity, accuracy and quality of the Customer Data.

5.2 It shall be your responsibility to notify myConsole when you require back-ups of the Customer Data to be created and myConsole's only obligation in this respect shall be to provide a copy of the Customer Data to the Customer within 7 Business Days of such a request.

5.3 In the event of any loss or damage to Customer Data, myConsole shall restore the lost or damaged Customer Data from the latest back-up of such Customer Data provided to you by myConsole.

5.4 myConsole shall not be responsible for any loss, destruction, alteration or disclosure of Customer Data caused by any third party (except those third parties sub-contracted by myConsole to perform services related to Customer Data maintenance and back-up).

5.5 In providing the Services, myConsole shall process Personal Data of End Users or that Personal Data otherwise within the Customer Data on your behalf and the parties record their intention that in respect of such processing you, the Customer, shall be the Data Controller and myConsole shall be a Data Processor and in any such case:

5.5.1 You shall ensure that you are entitled to transfer such Personal Data to myConsole so that myConsole may lawfully use, process and transfer such Personal Data in accordance with these Terms on your behalf;

5.5.2 You shall ensure that all relevant third parties including, but not limited to, the End Users have been informed of, and have given their consent to, such use, processing, and transfer as required by all applicable data protection legislation;

5.5.3 myConsole shall process such Personal Data only in accordance with these Terms and the terms of any data processing agreement between us and any lawful instructions reasonably given by the Customer from time to time; and

5.5.4 Each party shall take appropriate technical and organisational measures against unauthorised or unlawful processing of such Personal Data or its accidental loss, destruction or damage.

5.6 Without prejudice to its obligations under condition 5.5, you shall:

5.6.1 Include (where appropriate) a privacy policy on each Customer Platform (s) which includes the following:

5.6.1.1 The identity of the Data Controller;

5.6.1.2 The nature of the Personal Data processed;

5.6.1.3 The purposes for which such Personal Data will be used;

5.6.1.4 How that Personal Data is collected (and methods of seeking appropriate consents where necessary);

5.6.1.5 How and where the Personal Data is stored; and

5.6.1.6 Whether the Personal Data will be shared with any third parties and if so, identification those third parties and the purpose for which the Personal Data is being shared; and

5.6.1.7 Details of how End Users may request a copy of their Personal Data being processed (a subject access request) and the correction or deletion of such Personal Data;

5.6.2 Obtain the End User's consent to the use of Cookies on the Customer Website(s) for the purposes of allowing the Services to be provided;

5.6.3 Not request any sensitive Personal Data to be processed by myConsole in providing the Services;

5.6.4 Comply with the provisions of the Privacy and Electronic Communications (EC Directive) (Amendment) Regulations 2011 with regards to the use of Cookies on the Customer Platform (s); and

5.6.5 Without delay deal with any requests made by myConsole, whether automatically through the Software or otherwise, for action to be taken in relation to any Personal Data collected by myConsole in providing the Services.

6. myConsole's Obligations

6.1 myConsole undertakes that the Services will be performed with reasonable skill

and care.

6.2 The undertaking at condition 6.1 shall not apply to the extent of any non-conformance which is caused by use of the Services contrary to myConsole's instructions, a breach of these Terms or modification or alteration of the Services by any party other than myConsole or myConsole's duly authorised contractors or agents. If the Services do not conform with the foregoing undertaking, myConsole will, at its expense, use all reasonable commercial endeavours to correct any such non-conformance promptly, or provide you with an alternative means of accomplishing the desired performance. Such correction or substitution together with the right to terminate in accordance with clause 13, constitutes your sole and exclusive remedies for any breach of the undertaking set out in condition 6.1.

Notwithstanding the foregoing, myConsole:

6.2.1 Does not warrant that your use of the Services or the Software will be uninterrupted

or error-free where such interruptions and/or errors are outside the control of myConsole;

6.2.2 Warrants that the Services and/or the information obtained through the Services will meet your requirements as agreed; and

6.2.2 Is not responsible for any delays, delivery failures, or any other loss or damage resulting from the transfer of data over communications networks and facilities, including the internet, and the you acknowledge that the Services may be subject to limitations, delays and other problems inherent in the use of such communications facilities.

6.3 These Terms shall not prevent myConsole from entering into similar agreements with third parties, or from independently developing, using, selling or licensing documentation, products and/or services which are similar to those provided under these Terms.

7. Your Obligations

7.1 You shall:

7.1.1 Provide myConsole with:

7.1.1.1 All necessary co-operation in relation to these Terms; and

7.1.1.2 All necessary access to such information as may be required by myConsole;

7.1.2 In order to provide the Services, including but not limited to Customer Data, security

access information and configuration services:

7.1.2.1 comply with all applicable laws and regulations with respect to your activities under these Terms; and

7.1.2.2 carry out all your other responsibilities set out in these Terms in a timely and efficient manner. In the event of any delays in your provision of such assistance as agreed by the parties, myConsole may adjust any agreed timetable or delivery schedule as reasonably necessary;

7.1.3 ensure that the Administrator and Authorised Users use the Services in accordance with these Terms and shall be responsible for any breach of these Terms by the Administrator or any Authorised User;

7.1.4 obtain and shall maintain all necessary licences, consents, and permissions necessary for myConsole, its contractors and agents to perform their obligations under these Terms, including without limitation the Services;

7.1.5 ensure that its network and systems comply with the relevant specifications provided by myConsole from time to time; and

7.1.6 be solely responsible for procuring and maintaining its network connections and telecommunications links from its systems to myConsole's data centres, and all problems, conditions, delays, delivery failures and all other loss or damage arising from or relating to your network connections or telecommunications links or caused by the internet.

8. Charges and Payment

8.1 You shall pay the Subscription Fees to myConsole in accordance with this condition 8.

8.2 Prior to the Effective Date you shall provide to myConsole valid, up-to-date and complete credit card details, or information evidencing the creation of a standing order in respect of the Subscription Fees acceptable to myConsole and any other relevant valid, up-to-date and complete contact and billing details required by myConsole.

8.3 If you elect to pay the Subscription Fees by credit card, then you hereby authorise myConsole to bill such credit card for such Subscription Fees in accordance with these Terms.

8.4 If myConsole has not received payment within 14 days after receipt by you of a written notice from myConsole stating that any undisputed payments that are due under this Agreement have not been paid by the due date, and without prejudice to any other rights and remedies of myConsole:

8.4.1 myConsole may, without liability to you, disable the your password, account and access to all or part of the Services and myConsole shall be under no obligation to provide any or all of the Services while the invoice(s) concerned remain unpaid; and

8.4.2 interest shall accrue on such due amounts at an annual rate equal to 2% over the then current base lending rate of Barclays Bank plc at the date the relevant invoice was issued, commencing on the due date and continuing until fully paid, whether before or after judgment.

8.5 All amounts and fees stated or referred to in these Terms:

8.5.1 shall be payable in pounds sterling; and

8.5.2 are exclusive of value added tax, which shall be added to myConsole's invoice(s) at the appropriate rate.

8.6 myConsole shall not be entitled to increase the rates set out in [] for the period of the contract term (as may be extended).

9. Proprietary Rights

9.1 myConsole hereby grants to you a non-exclusive, non-transferable licence to use the Software for the purposes of receiving and using the Services only.

9.2 You acknowledge and agree that myConsole and/or its licensors own all intellectual property rights in the Software and the Services. Except as expressly stated in these Terms, these Terms do not grant you any rights to, or in any intellectual property rights or any other rights or licences in respect of the Software or the Services.

9.3 You hereby grant to myConsole a non-exclusive, worldwide, royalty free licence to use for the purposes of providing the Services, any photographs, text or other materials in the Customer Data or on the Customer's Platform which are processed by the Software as part of the Services and/or included in any reports generated as part of the Services.

9.4 Anonymised assumptions, which do not constitute Personal Data , created by myConsole using the Customer Data shall not constitute Customer Data and myConsole shall own all intellectual property rights in such anonymised assumptions.

10. Confidentiality

10.1 Each party may be given access to Confidential Information from the other party in order to perform its obligations under these Terms. A party's Confidential Information shall not be deemed to include information that:

- 10.1.1 Is or becomes publicly known other than through any act or omission of the receiving party;
- 10.1.2 Was in the other party's lawful possession before the disclosure;
- 10.1.3 Is lawfully disclosed to the receiving party by a third party without restriction on disclosure;
- 10.1.4 Is independently developed by the receiving party, which independent development can be shown by written evidence; or
- 10.1.5 Is required to be disclosed by law, by any court of competent jurisdiction or by any regulatory or administrative body.

10.2 Each party shall hold the other's Confidential Information in confidence and, unless required by law, not make the other's Confidential Information available to any third party, or use the other's Confidential Information for any purpose other than the implementation of these Terms.

10.3 Each party shall take all reasonable steps to ensure that the other's Confidential Information to which it has access is not disclosed or distributed by its employees or agents in violation of the terms of these Terms.

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

10.5 You acknowledge that details of the Services, and the results of any performance tests of the Services constitute myConsole's Confidential Information.

10.6 myConsole acknowledges that the Customer Data is your Confidential Information.

10.7 This condition 10 shall survive termination of these Terms, however arising.

11. Indemnity

11.1 myConsole shall indemnify you against any losses, damages, liability, costs (including legal fees) and expenses incurred by you as a result of or in connection with any action demand or claim that your use or your Authorised User's use or receipt of or connection to the Software and/or Services infringes the Intellectual Property Rights of any third party.

12. Limitation of Liability

12.1 This condition 12 sets out the entire financial liability of each Party to the other (including any liability for the acts or omissions of a party's employees, agents and sub-contractors) to you in respect of:

12.1.1 Any breach of these Terms;

12.1.2 Any use made by you of the Software, the Services or any part of them; and

12.1.3 Any representation, statement or tortious act or omission (including negligence) arising under or in connection with these Terms.

12.2 Except as expressly and specifically provided in these Terms:

12.2.1 you acknowledge and agree that the personal profile reports obtained as a result of the use of the Services are intended as an indication of the likely identity of and personal profile of the End Users, but myConsole cannot guarantee the accuracy or reliability of the same and you assume sole responsibility for its interpretation and use of the personal profile reports and other information obtained from the use of the Services and for conclusions drawn and actions taken as a result of such interpretation and use;

12.2.2 myConsole shall have no liability for any damage caused by errors or omissions in any information, instructions or Personal Data which you provide to myConsole or obtained by myConsole from any End User's interaction with the Customer Website(s) in connection with the Services, or any actions taken by myConsole at your direction;

12.2.3 myConsole shall have no liability for loss or damage caused by the use of the Customer Platform(s) where you fail to carry out full and proper acceptance tests in respect of myConsole on a non-live test version of the Customer Platform(s);

12.2.4 all warranties, representations, conditions and all other terms of any kind whatsoever implied by statute or common law are, to the fullest extent permitted by applicable law, excluded from these Terms; and

12.2.5 the Services and the Software are provided to you on an "as is" basis.

12.3 Nothing in these Terms excludes or limits the liability of each Party :

12.3.1 For death or personal injury caused by myConsole's negligence;

12.3.2 For fraud or fraudulent misrepresentation; or

12.3.3 For any other liability in respect of which it would be unlawful for myConsole to exclude and/or limit such liability.

12.4 Subject to Condition 12.2 and Condition 12.3:

12.4.1 Neither party shall be liable to the other whether in tort (including for negligence or breach of statutory duty), contract, misrepresentation, restitution or otherwise for any regulatory penalties, loss of profits, loss of business, depletion of goodwill and/or similar losses, or pure economic loss, or for any special, indirect or consequential loss, costs, damages, charges or expenses however arising under these Terms; and

12.4.2 Each party's maximum liability to the other for each claim or series of connected claims arising under or in connection with this Agreement shall be limited to [].

13. Term and Termination

13.1 These Terms shall be for a minimum of 12 months, unless otherwise terminated as provided in this condition 13, and shall commence on the Effective Date and continue until:

13.1.1 Either party gives the other party 30 days' notice in writing to terminate these Terms or

13.1.2 Otherwise terminated in accordance with these Terms; (the "Subscription Term").

13.2 Without prejudice to any other rights or remedies to which myConsole may be entitled, myConsole may terminate these Terms immediately without liability to you if you breach conditions 2.3 or 2.4.

13.3 Without prejudice to any other rights or remedies to which the parties may be entitled, either party may terminate these Terms immediately without liability to the other if:

13.3.1 the other party commits a material breach of any of the terms of these Terms and (if such a breach is remediable) fails to remedy that breach within 14 days of that party being notified in writing of the breach; or

13.3.2 An order is made, or a resolution is passed for the winding up of the other party, or circumstances arise which entitle a court of competent jurisdiction to make a winding-up order in relation to the other party; or

13.3.3 An order is made for the appointment of an administrator to manage the affairs, business and property of the other party, or documents are filed with a court of competent jurisdiction for the appointment of an administrator of the other party, or notice of intention to appoint an administrator is given by the other party or its directors or by a qualifying floating charge holder (as defined in paragraph 14 of Schedule B1 to the Insolvency Act 1986); or

13.3.4 a receiver is appointed of any of the other party's assets or undertaking, or if circumstances arise which entitle a court of competent jurisdiction or a creditor to appoint a receiver or manager of the other party, or if any other person takes possession of or sells the other party's assets; or

13.3.5 the other party makes any arrangement or composition with its creditors, or makes an application to a court of competent jurisdiction for the protection of its creditors in any way; or

13.3.6 the other party ceases, or threatens to cease, to trade; or

13.3.7 the other party takes or suffers any similar or analogous action in any jurisdiction in consequence of debt.

13.4 On termination of these Terms for any reason:

13.4.1 All licences granted under these Terms shall immediately terminate;

13.4.2 Each party shall return and make no further use of the Software, Services, any equipment, property and other items (and all copies of them) belonging to the other party;

13.4.3 myConsole will, within 30 days of such termination, deliver to you the most recent back up of the Customer Data in a format agreed by you.

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

13.5 In the event you continue to make use of the Software and/or Services contrary to condition 13.4 you shall continue to be subject to these Terms and shall pay to myConsole an amount as calculated in accordance with myConsole's then current prices for such use.

13.6 myConsole shall be entitled to retain, store and reuse any information acquired from a third party data source in cached form for the duration of these Terms and for a period of 3 months from the date of termination and you shall notify the End User of the same in your privacy policy.

14. Force Majeure

myConsole shall have no liability to You under these Terms if it is prevented from or delayed in performing its obligations under these Terms, or from carrying on its business, by acts, events, omissions or accidents beyond its reasonable control, including, without limitation, strikes,

lock-outs or other industrial disputes (whether involving the workforce of myConsole or any other party), failure of a utility service or transport or telecommunications network, act of God, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood, storm or default of suppliers or sub-contractors, provided that you are notified of such an event and its expected duration.

15. Variation

15.1 No variation of this agreement shall be valid or effective unless it is in writing and is duly signed or executed by or on behalf of each party.

16. Waiver

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

16.2 Unless specifically provided otherwise, rights arising under these Terms are cumulative and do not exclude rights provided by law.

17. Severance

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

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

18. Entire Terms

18.1 These Terms, and any documents referred to in them, constitute the whole agreement between the parties and supersede any previous arrangement, understanding or agreement between them relating to the provision of the Services.

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

19. Assignment

19.1 You shall not, without the prior written consent of myConsole, assign, transfer, charge, subcontract or deal in any other manner with all or any of its rights or obligations under these Terms.

19.2 myConsole may at any time assign, transfer, charge, sub-contract or deal in any other manner

with all or any of its rights or obligations under these Terms.

20. No Partnership or Agency

20.1 Nothing in these Terms is intended to or shall operate to create a partnership between the parties, or authorise either party to act as agent for the other, and neither party shall have the authority to act in the name or on behalf of or otherwise to bind the other in any way (including, but not limited to, the making of any representation or warranty, the assumption of any obligation or liability and the exercise of any right or power).

21. Third-Party Rights

20.1 These Terms do not confer any rights on any person or party (other than the parties to these Terms and, where applicable, their successors and permitted assigns) pursuant to the Contracts (Rights of Third Parties) Act 1999.

22. Notices

22.1 Any notice required to be given under these Terms shall be in writing and shall be delivered by hand or sent by pre-paid first-class post or recorded delivery post to the other party at its registered office address or such other address or email address as may have been notified by that party.

22.2 A notice delivered by hand shall be deemed to have been received when delivered (or if delivery is not in Normal Business Hours, at 09:00 on the first Business Day following delivery). A correctly addressed notice sent by pre-paid first-class post or recorded delivery post shall be deemed to have been received at the time at which it would have been delivered in the normal course of post.

22.3 A notice delivered by email shall be deemed to have been received 48 hours after it is sent.

23. Governing Law and Jurisdiction

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

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

AGREED by the parties:

Software Provider

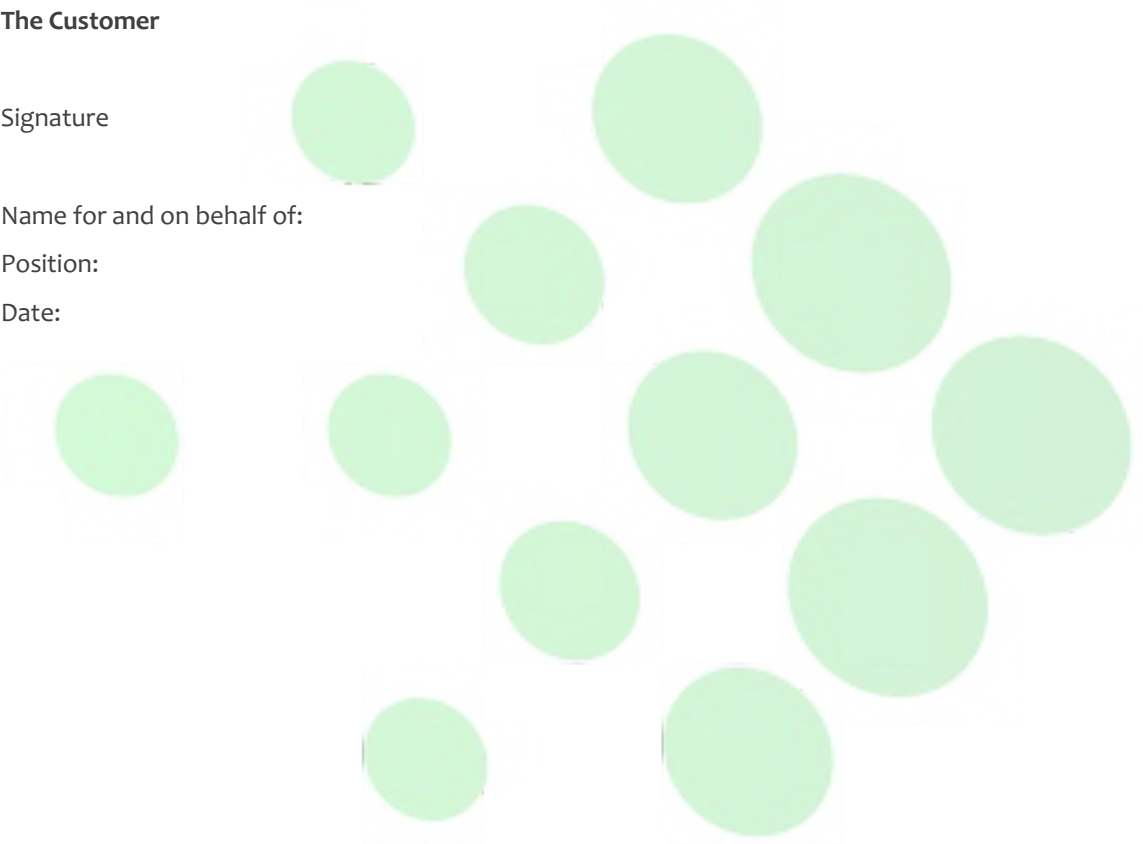
Signature

Name: Philip D Collard
for and on behalf of myConsole Ltd
Position:
Date:

The Customer

Signature

Name for and on behalf of:
Position:
Date:



Appendix - A Order Form

Scope of Services

The scope of services included under this agreement shall be as follows:

1. myConsole Core Platform License

The license shall exclude all additionally priced tools modules and functionalities offered in the current myConsole enterprise platform as well as any new modules and functionalities built in the future.

1.1 You have been granted a Trial User License which comes with a six-month break clause.

1.2 Please advise termination on the anniversary of the fifth month.

2. Integration of the Customer's existing excel sheets, workflows, processes, etc.

myConsole shall provide implementation support to get the customer started and this shall include integration of the existing processes, workflows, excel sheets etc. that form part of the Customer's current working processes. The per month included towards this service are included in the table below.

3. Administrator and Users training

myConsole shall provide administrator and users training to the Customer's selected staff. The per month included towards this service are included in the table below.

Monthly Subscription - Platform License

Modules	Chargeable Price
myConsole Core Platform. Additional tools to be specially agreed for the six-month trial.	£0 Per month For the first six-month trial
Any new functionality / module developed in the future shall be automatically included in the subscription without any extra cost	£99 per month After the six-month trial

VAT is applicable on all payments unless for the international market

User Fee included in the negotiated monthly license price

Charging method	No. of Users	Per User Fee	Total	Chargeable
Per user per month	2	£10	£20	0

The negotiated monthly license price includes two (2) users.

Any additional users shall be charged as per the per-user rate mentioned in the table below.

VAT is applicable on all payments unless for the international market

Implementation Costs included in the negotiated monthly license price

Service	Unit	Unit Cost	Approx Hours Required	Total Cost	Chargeable
Implementation Support	Per hour	£149			
User Training	Per hour	£149			
Administrator Training	Per hour	£249			

VAT is applicable on all payments unless for the international market

Optional Implementation Unit Costs

If you require additional support, the following costs shall apply.

Service	Unit	Unit Cost
Implementation Support	Per hour	£149
External Advisory	Per hour	£249
Custom Development	Per hour	£149
External Data Integration	Per API	£249
User Training	Per hour	£149
Administrator Training	Per hour	£249
Custom Training Videos	Per module	£400
Additional Users	Per User per month	£10

VAT is applicable on all payments unless for the international market

Complete List of modules

The following table presents a complete list of myConsole's products/tools, their purpose, and the monthly cost at the time of signing this agreement.

myConsole product / tool	Functionality	Cost per month
Core Platform	This module forms the base of myConsole. It allows you to develop your ESG roadmap, select material ESG topics, set sustainability initiatives, set goals and targets, identify stakeholders, track progress	£99
Data Acquisition and Collection Manager	Allows you to collect impact data from external sources	£299
Stakeholder Engagement Manager	Assess ethos, compliance, and alignment, create, and manage stakeholder plans to improve stakeholder engagement	£199
Sustainable Vision and Strategy Manager	Define detailed objectives and outcomes for a project	£99
Resource Allocation Task & Activity Manager	Assign tasks to your team members, notifying them of their responsibilities and due dates	£99
GRC Governance Risks & Compliance Audit Approval	Uses RACI matrix to define the roles and responsibilities of stakeholders and track their actions	£299
Disclosures / Q&A Manager	Report ESG progress and performance as disclosures for communicating to wider stakeholders, also manage your RFP Q&A	£199
Risks & Opportunities Manager	Identify and mitigate all potential risks on a project as well as manage opportunities	£199
Policies & Procedures Manager	Ensure your sustainability activities complying with the company's procedures and policies	£99
Programme Manager	Organise groups of projects under umbrella themes e.g., Net Zero, DEIB etc.	£299
Work Winning RFPs	Manage questions and answers to maximise your chances of winning work with winning RFP's.	£199
Bid Manager	Streamline and modernise your entire work winning capability includes predictive Bid/ No Bid decision making to achieve 1:2 win rates	£399

VAT is applicable on all payments unless for the international market

Appendix - B

Service Level Agreement

SLA Category	SLA Measure
Availability	<ul style="list-style-type: none"> ○ The platform guarantees 99% uptime during Business Hours
Incident Support	<ul style="list-style-type: none"> ○ Support availability: Monday to Friday, 9am to 5pm UK time ○ Response time: 4 hours for initial response and to define corrective action plan
Data Security	<ul style="list-style-type: none"> ○ The platform complies with ISO 27001 standards at all times ○ Regular security audits are conducted, and any major vulnerabilities identified are fixed immediately
Data Backup and Recovery	<ul style="list-style-type: none"> ○ Daily, weekly, and monthly data backups are performed ○ Data recovery is guaranteed within 24 hours in the event of a system failure
Scalability	<ul style="list-style-type: none"> ○ The platform can handle 50% increase in user load within 24 hours' notice
Service Maintenance and Updates	<ul style="list-style-type: none"> ○ Scheduled maintenance windows are communicated at least 48 hours in advance ○ Planned downtime resulting from updates will occur outside Business Hours
Disaster Recovery and Business Continuity	<ul style="list-style-type: none"> ○ Regular testing of disaster recovery procedures is conducted ○ Time to resume full functionality after a disaster does not exceed 2 Business Days