MONTH 2025

SOFTWARE LICENCE AND SUPPORT AGREEMENT

SERVICE LEVEL SCHEDULE A

MOTOROLA SOLUTIONS

3tc
a Motorola Solutions Company

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Contract Number: XXXXXX

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1 DEFINITIONS AND INTERPRETATION

1.1 The definitions of words and expressions and the rules of interpretation set out in the Standard Supply Terms of 3tc apply equally to this Schedule.

2 SUPPORT SERVICES

2.1 During the Support Period, 3tc, a Motorola Solutions Company shall perform the Support Services during the Support Hours in accordance with the Service Levels.

2.2 As part of the Support Services, 3tc shall:

a. provide Technician Support by means of the following telephone number 0845 688 9955 and email addresses alerts@3tcsoftware.com (to raise a call) and support@3tcsoftware.com (for all other enquiries).

b. use Commercially Reasonable Efforts to correct all Operational Faults notified under paragraph 4 and;

c. provide technical support for the Licensed Software in accordance with the Service Levels.

2.3 3tc may reasonably determine that any services are Out-of-scope Services. If 3tc makes any such determination, it shall promptly notify the Customer of that determination.

2.4 The Customer acknowledges that 3tc is not under any obligation to provide Out-of-scope Services.

3 SERVICE CHARGES

3.1 The Service Charges shall become payable on each successive anniversary of the Ready for Service Milestone.

3.2 The provision of Support Services on a remote, off-site basis (such as over the telephone or by email) within the Support Period shall be included in the Service Charges.

3.3 The provision of Support Services outside the Support Period or at the Site or the provision of Out-of-scope Services shall be charged for on a time-and-materials basis at 3tc's standard rates then in force.

4 SERVICE LEVELS

4.1 3tc shall:

a. prioritise Support Requests based on its reasonable assessment of the severity level of the Operational Fault reported; and

b. respond to all Support Requests, in accordance with the responses and response times specified in the table set out below:

SEVERITY LEVEL OF OPERATIONAL FAULT	DEFINITION	SERVICE LEVEL RESPONSE AND RESPONSE TIME FOR OPERATIONAL FAULTS
1	**BUSINESS CRITICAL FAILURES:** A single fault preventing the use of core features for all users, or which causes substantial downtime of the system or severe performance degradation	**INITIAL RESPONSE:** Acknowledgment of receipt of a Support Request within 15 minutes. **RESTORATION OF SERVICE:** 3tc shall: a) restore the Licensed Software to a state that allows the Customer to continue to use all functions of the Licensed Software in all material respects within 8 hours after the Initial Response time has elapsed; and b) exercise Commercially Reasonable Efforts to correct all Operational Faults notified until full restoration of function is provided. If 3tc delivers a Solution by way of a permanent Operational Fault correction or (at its option) an effective workaround without any continuing material deficiency in or impairment of the functionality or performance of the Service, the Service shall be deemed to have been restored.
2	**SYSTEM DEFECT WITH WORKAROUND:** A single fault preventing the use of core features for multiple users (over 50% of all users)	**INITIAL RESPONSE:** Acknowledgment of receipt of a Support Request within 1 hour. **RESTORATION OF SERVICE:** 3tc shall, within 4 Business Days after the Initial Response time has elapsed, provide: a) an emergency software fix or workaround, or; and b) temporary release or update release, which allows the Customer to continue to use all functions of the Licensed Software in all material respects. 3tc shall provide a permanent Operational Fault correction or (at its option) an effective workaround without any continuing material deficiency in or impairment of the functionality or performance of the Service as soon as reasonably practicable and no later than 4 Business Days after 3tc's receipt of the Support Request.

SEVERITY LEVEL OF OPERATIONAL FAULT	DEFINITION	SERVICE LEVEL RESPONSE AND RESPONSE TIME FOR OPERATIONAL FAULTS
3	**MINOR ERROR:** A single fault preventing the use of core features for one user; or A single fault preventing the use of secondary features for multiple users; or A single fault preventing the use of secondary features for one user; or A single fault of cosmetic of minor nature affecting any number of users; or A documentation or non-functional error that does not impact upon the operation of the software.	**INITIAL RESPONSE:** Acknowledgment of receipt of the Support Request within 1 Business Day. **RESTORATION OF SERVICE:** 3tc shall provide a permanent Operational Fault correction or (at its option) an effective workaround without any continuing material deficiency in or impairment of the functionality or performance of the Service upon or before the making available of the next release of the Licensed Software, or add to the Product roadmap for inclusion in a future version at its own discretion.

4.2 The parties may, on a case-by-case basis, agree in writing to a reasonable extension of the Service Level response times.

5 MAINTENANCE EVENTS

5.1 3tc shall use reasonable endeavours to undertake all planned maintenance of the Licensed Software outside Business Hours.

5.2 3tc may, at any time outside Business Hours, perform:

a. emergency maintenance (being all maintenance which is not planned maintenance);

and

b. without limiting its obligations under Clause 5.1, planned maintenance where it is not reasonably practicable for 3tc to perform the same during Business Hours.

3tc shall give the Customer as much advance notice of any such maintenance as is reasonably practicable in the circumstances.

5.3 Except as may expressly have been agreed otherwise, 3tc gives no warranty or representation regarding the levels of downtime to the Services that might be incurred for the purpose of performing planned or emergency maintenance.

6 MAINTENANCE

6.1 Maintenance includes all regularly scheduled error corrections, Updates and those upgrades limited to improvements to features described in the Product Description. Support for additional features developed by 3tc, as requested by the Customer, may be purchased separately at 3tc's then current rates.

6.2 Should the Customer discover a defect in the Licensed Software, the Customer may at any time file error reports. During the term of the Contract, 3tc may, at its discretion, upgrade versions, install error corrections and apply patches to the Licensed Software. 3tc shall use all reasonable endeavours to avoid unscheduled downtime for Licensed Software maintenance.

6.3 3tc shall maintain technical support on the most current release of the Licensed Software.

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STANDARD SUPPLY TERMS

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Ref: DH/ap 022024 v2.2

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1 INTERPRETATION

1.1 In addition to those capitalised expressions which are defined in the Project Deliverables, the following definitions and rules of interpretation apply in the Contract:

3tc:	3tc Software Limited, a Motorola Solutions Company (CRN: 05063700), who supplies the Services to the Customer subject to these Terms;
Acceptance Date:	If applicable, the date on which the Licensed Software is deemed to have been accepted in accordance with the Project Deliverables, and if the Project Deliverables do not specify when the Licensed Software is deemed to have been accepted the date on which the Customer first uses the Licensed Software in the normal course of its business;
Acceptance Tests:	the post-installation tests of the Licensed Software designed to demonstrate that the Licensed Software meets the relevant Product Description, the nature of such tests to be agreed between 3tc and the Customer in writing or, in the absence of such agreement, to be notified to the Customer in writing by 3tc acting reasonably;
Business Day:	Monday to Friday (inclusive), excepting bank, customary public or statutory holidays in England and Wales;
Business Hours:	09.00 to 17.00 on a Business Day;
Charges:	the sums payable for the provision of the Licensed Software, as specified in the Project Deliverables;
Commencement Date:	the date of the Contract, as specified in the Project Deliverables;
Commercially Reasonable Efforts:	the same degree of priority and diligence with which 3tc meets the support needs of its other similar customers;
Contact List:	a current list of 3tc contacts and telephone numbers to enable the Customer to escalate its Support Requests, including: (a) the first person to contact; and (b) the persons in successively more qualified or experiences positions to provide the support sought;
Contract:	the contract between 3tc and the Customer for the supply of Services;
Contract Year:	any 12-month period ending on an anniversary of the Commencement Date during the term of the Contract;
Customer:	the person or firm who purchases the Services from 3tc, as specified in the Project Deliverables;
Customer Cause:	any of the following causes: (a) any improper use, misuse or unauthorised alteration of the Licensed Software by the Customer; (b) any use of the Licensed Software by the Customer in a manner inconsistent with the then-current Documentation; (c) the use by the Customer of any hardware or software not provided or approved by 3tc in writing; or (d) the use of a non-current version or release of the Licensed Software;
Data Protection Legislation:	the UK Data Protection Legislation and any other European Union legislation relating to personal data and all other legislation and regulatory requirements in force from time to time which apply to a party relating to the use of personal data (including the privacy of electronic communications);

Documentation:	such operating manuals, User instruction manuals, technical literature and all other related materials in human-readable or machine-readable forms supplied by 3tc in connection with the Services and specified in the Contract;
Fault:	an error in the Licensed Software that causes it to fail to operate substantially in accordance with the relevant Documentation;
Good Industry Practice:	the exercise of that degree of skill, care, prudence, efficiency, foresight and timeliness as would be expected from a business within the relevant industry of business sector;
Implementation Services	such additional services, not forming part of the provision of the Licensed Software or the Support Services, as 3tc has agreed to provide to the Customer under the Contract;
Intellectual Property Rights:	patents, rights to inventions, copyright and related rights, trademarks and service marks, business names and domain names, rights in get-up and trade dress, goodwill and the right to sue for passing off or unfair competition, rights in designs, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets) and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world, including the right to sue for and recover damages for past infringements;
Licence:	the licence granted under Clause 9;
Licensed Software:	the software specified in the Project Deliverables (except the Open-Source Software and the Third-Party Software) and all subsequent amendments and updates to, or new versions of, such Licensed Software as may be provided or licensed under the Contract;
Open-Source Software:	any software licensed under any form of open-source licence meeting the Open Source Initiative's Open Source Definition (http://www.opensource.org/docs/definition.php) or any libraries or code licensed from time to time under the General Public Licence (as described by the Free Software Foundation and set out at http://www.gnu.org/licenses/gpl.html), or anything similar, included or used in, or in the development of, the Licensed Software, or with which the Licensed Software is compiled or to which it is linked;
Out-of-scope Services	either of the following services: (a) services provided by 3tc in connection with any apparent problem regarding the Licensed Software reasonably determined by 3tc not to have been caused by an Software Fault, but rather by a Customer Cause or a cause outside 3tc's control (including any investigational work resulting in such a determination); or (b) any Support Services provided in the circumstances specified in Paragraph 2.3 of the Service Level Schedule;
Pre-Installation Tests:	the tests (if applicable) to be carried out on the Licensed Software before installation in accordance with Clause 4.2;
Product Description:	details of the Licensed Software, as specified in the Project Deliverables;
Project Deliverables:	the document agreed between 3tc and the Customer setting out the particulars of the Contract and entitled "Statement of Project Deliverables";
Ready for Service Milestone:	the completion of the performance of the Implementation Services and the acceptance by the Customer (including deemed acceptance) of the Licensed Software in accordance with the Project Deliverables;

Services:	the granting of the Licence and the provision of Implementation Services (if any) and Support Services in accordance with the Contract;
Service Charge:	the amount payable for the Support Services, as specified in the Project Deliverables;
Service Level Schedule:	the applicable Schedule setting out the particulars of the Support Services;
Service Levels:	the service level responses and response times referred to in the Service Level Table;
Service Level Table:	the table set out in the Service Level Schedule;
Site(s):	the location(s) at which the Licensed Software is to be used, as specified in the Project Deliverables;
Software Fault:	failure of the Licensed Software to operate in all material respects in accordance with the Product Description and Documentation, including any operational failure or error referred to in the Service Level Table;
Support Hours:	the hours during which 3tc will make the Support Services available, as specified in the Project Deliverables;
Support Period:	the term of the Contract and, if requested by the Customer, any period during which the Customer transfers the Services to an alternate service provider;
Support Request:	request made by the Customer in accordance with its Schedule for support in relation to the Licensed Software, including correction of a Software Fault;
Support Services:	maintenance of the then-current version or release of the Licensed Software, including Technician Support but excluding Out-of-Scope Services;
Technician Support:	any support provided by technicians of 3tc sufficiently qualified and experienced to identify and resolve most support issues relating to the Licensed Software;
Terms:	these Standard Supply Terms, as the same may be amended from time to time;
Third-Party Software:	any software programs proprietary to third parties which may be embedded into or supplied with the Licensed Software;
Tools:	any tools and know-how developed, or methods invented, by 3tc in the course of or as a result of carrying out the Services, whether or not developed or invented specifically or used exclusively to carry out the Services;
UK Data Protection Legislation:	all applicable data protection and privacy legislation in force from time to time in the UK including the General Data Protection Regulation ((EU) 2016/679); the Data Protection Act 2018; the Privacy and Electronic Communications Directive 2002/58/EC (as updated by Directive 2009/136/EC) and the Privacy and Electronic Communications Regulations 2003 (SI 2003/2426) as amended;
Update:	any update to or new release of all or any part of the Licensed Software issued by 3tc in which previously identified faults have been remedied, to which any modification, enhancement, revision or update has been made, or to which a further function or functions have been added;
User:	any individual employed or authorised by the Customer to use the Licensed Software on its behalf in accordance with the terms of the Contract;

Virus:	anything or device (including any software, code, file or programme) the object or effect is to: (a) 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; (b) 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 re-arranging, altering or erasing the programme or data in whole or part or otherwise); or (c) adversely affect the User experience, including worms, trojan horses, viruses and other similar things or devices;
Vulnerability:	any weakness in the computational logic (for example, code) found in software and hardware components that, when exploited, results in a negative impact to the confidentiality, integrity, or availability thereof, and the term Vulnerabilities shall be construed accordingly.

1.2 The expression "person" includes a natural person, corporate or unincorporated body (whether or not having separate legal personality) and a reference to a party includes its successors or permitted assigns.

1.3 The expression "company" includes any company, corporation or other body corporate, wherever and however incorporated or established.

1.4 Unless the context otherwise requires, words in the singular include the plural and in the plural include the singular and a reference to one gender includes a reference to the other genders.

1.5 A reference to a statute or statutory provision is a reference to it as amended, extended, re-enacted or replaced from time to time and shall include all subordinate legislation made from time to time under that statute or statutory provision.

1.6 A reference to "writing" includes email and the expression "written" shall be construed accordingly.

1.7 Any words following the terms "including", "include", "in particular", or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.

2 BASIS OF CONTRACT

2.1 The Contract shall comprise the following documents:

a. these Terms;
b. the Project Deliverables
c. the Service Level Schedule; and
d. any other document which 3tc and the Customer agree in writing shall form part of the Contract, and, in the event of any conflict or discrepancy between any of those documents they shall prevail over each other in the reverse of the order in which they are listed above.

2.2 Any descriptive matter, advertising or promotional material issued by 3tc is done so for the sole purpose of giving an approximate understanding as to the nature and function of the Services described in them and shall not form part of the Contract or have any contractual force.

2.3 These Terms apply to the Contract to the exclusion of any other terms that the Customer seeks at any time to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.

2.4 Except as set out in these Terms, any variation to the Contract, including the introduction of any additional terms and conditions, shall only be binding when agreed in writing and signed by an authorised representative of each of the parties.

3 SUPPLY OF THE SERVICES

3.1 3tc shall supply the Services to the Customer subject to and in accordance with the Contract.

3.2 3tc shall perform the Services with reasonable care and skill.

3.3 In performing the Services, 3tc shall comply with any reasonable instructions issued by the Customer to ensure minimal disruption to the business.

4 THIRD PARTY LICENCES

4.1 Where the Licensed Software incorporates any Third-Party Software, the Customer's use of such Licensed Software shall be subject to the applicable licence terms of the relevant third party ("Third-Party Licences"), copies of which shall be provided to the Customer upon request, and the Customer agrees to act in accordance with and abide by such licence terms.

4.2 The Customer shall fully indemnify 3tc and hold 3tc harmless from and against any and all actions, claims, demands, costs, losses, expenses, damages and liability suffered or incurred by 3tc as a result of any actual or alleged failure by the Customer to comply with any Third-Party Licences, howsoever arising. 3tc shall be entitled to treat the Customer's failure to comply with any Third-Party Licences as a material breach of the Contract.

5 SOFTWARE DELIVERY

5.1 Whilst 3tc shall use its reasonable endeavours to deliver and, if provided in the Project Deliverables, install, each element comprising the Licensed Software to the Site(s) by the relevant date(s) specified in the Project Deliverables, any dates specified for delivery or installation (if applicable), are intended to be estimates only and time for delivery or Installation shall not be of the essence of the Contract.

5.2 If the Project Deliverables so provide, the Customer shall, at its own expense, prepare the Site(s) in accordance with the instructions or recommendations provided by 3tc and implement any minimum system requirements notified to it by 3tc prior to the date upon which 3tc notifies the Customer that the Licensed Software is ready for delivery.

6 PAYMENT

6.1 In consideration for the supply of the Licensed Software, the Customer shall pay the Charges to 3tc at the times specified in the Project Deliverables.

6.2 The Customer shall pay the Service Charges on the date(s) specified in the Statement of Project Deliverables.

6.3 The Charges and the Service Charges are exclusive of Value Added Tax, which the Customer shall additionally be liable to pay to 3tc at the prevailing rate.

6.4 The Customer shall make payment of each invoice in full and cleared funds to the bank account nominated in writing by 3tc.

6.5 Time for payment shall be of the essence of the Contract. All amounts due under the Contract from the Customer to 3tc shall be paid by in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).

6.6 If the Customer fails to make any payment due to 3tc under the Contract by the due date for payment, then the Customer shall pay interest on the overdue amount in accordance with the Late Payment of Commercial Debts (Interest) Act 1998. Such interest shall accrue on a daily basis from the due date until actual payment of the overdue amount, whether before or after judgment. The Customer shall pay the interest together with the overdue amount.

6.7 3tc may adjust the Charges and the Service Charges with effect from the beginning of each Contract Year. 3tc shall give the Customer as much prior notice in writing as is reasonably practicable in the circumstances of any such proposed adjustment, the adjustment will be either up to 5% or in line with RPI/ BEAMA indices, whichever is greater. If the Customer objects to a proposed adjustment, 3tc may refer the matter to an independent expert, who shall determine the appropriate adjustment.

6.8 Reasonable out-of-pocket expenses may be charged by 3tc on production of evidence of such expenditure to the Customer.

6.9 If 3tc visits the Site at the Customer's request to investigate a failure of the Licensed Software which proves, in 3tc's reasonable opinion, not to have been caused by a Fault, 3tc may charge the Customer for the time spent on such visit on a time-and-materials basis at its standard rates then in force.

6.10 If the Customer fails to make any payment due to 3tc by its due date, 3tc reserves the right to cease to provide any of the Services to the Customer until such payment has been made in cleared funds, and to claim interest due on the late payment in accordance with Clause 6.6.

6.11 In the event of a bona fide dispute, the Customer shall pay to 3tc any undisputed part of the payment pending resolution of the dispute. This Clause applies without limiting any other remedy that 3tc may have under the Contract.

7 CHANGE CONTROL

7.1 The Customer may, by giving written notice to the Supplier at any time during the term of the Contract, request a change to or new configuration of the Licensed Software.

7.2 Within ten Business Days of receipt of such notice, 3tc shall prepare for the Customer a written estimate of any effect this may have on the Charges or Service Charges based upon its standard rates then in force, and any effect this may have on the timing for the supply of the Services or any part thereof.

7.3 Within ten Business Days of receipt of the written estimate referred to in Clause 7.2, the Customer shall inform 3tc in writing whether or not it wishes to proceed on the basis of such requested change or configuration. 3tc shall not implement any such change or configuration until the parties have agreed and signed a written document ("Change Memorandum") specifying the required changes and any changes to the Charges and Service Charges, or the timing for the supply of Services.

8 OWNERSHIP

8.1 The Intellectual Property Rights in the Licensed Software (other than the Open-Source Software and the Third-Party Software) and the Tools shall, as between the Customer and 3tc, belong to 3tc.

8.2 As between the Customer and 3tc, any and all Intellectual Property Rights arising or created out of or in connection with, or as a result of the performance of the Services (including in relation to any Updates or any change to or configuration of the Licensed Software) shall belong to 3tc.

8.3 3tc reserves the right to grant any licence of the Licensed Software to any other party or parties. The Customer shall acquire no rights in or to the Licensed Software or the Documentation other than those expressly granted under the Contract.

8.4 The Customer shall do and execute, or arrange for the doing and executing of, each necessary act, document or thing that 3tc may consider necessary or desirable to perfect the right, title and interest of 3tc in and to the Intellectual Property Rights in the Licensed Software and the Tools.

8.5 The Customer shall use reasonable endeavours to prevent any infringement of the 3tc's Intellectual Property Rights in the Licensed Software and shall promptly report to the 3tc any actual or alleged infringement that comes to its attention.

8.6 The Customer shall:

a. ensure that each User, before starting to use the Licensed Software, is made aware that the Licensed Software is proprietary to 3tc and that it may only be used and copied in accordance with the Contract;

b. implement suitable disciplinary procedures for any User who makes unauthorised use or copies of the Licensed Software, except to the extent permitted under Clause 10.1; and

c. not permit third parties to have access to the Licensed Software without the prior written consent of 3tc, who may make it a condition of its consent that such third party enters into separate binding obligations of confidentiality before being given access to the Licensed Software.

9 SOFTWARE LICENCE AND DOCUMENTATION

9.1 3tc grants, subject to the terms of the Contract, the Customer the non-exclusive, non-transferable right to use the Licensed Software and the Documentation at the Site(s) in the ordinary course of its business.

9.2 The Licence shall be coterminous with the Contract and shall automatically come to an end upon termination or expiry of the Contract for any reason.

9.3 3tc shall provide to the Customer copies of the Documentation containing up-to-date information for the proper use and maintenance of the Licensed Software. Such Documentation may be supplied in electronic form.

9.4 The Customer may make such further copies of the Documentation as are reasonably necessary for the use and maintenance of the Licensed Software. The Customer shall ensure that all of 3tc's proprietary notices appearing in the Documentation are reproduced in any such copy.

10 USE, TRANSFER AND REPRODUCTION OF LICENSED SOFTWARE

10.1 The Customer may make such copies of the Licensed Software as are reasonably necessary to enable it to use the Licensed Software in accordance with the Contract and for the purposes of backup and security. The Customer has no right to make, or authorise the making of, any other copies of the Licensed Software.

10.2 3tc shall at all times own all copies of all or any part of the Licensed Software. The Customer shall ensure that all proprietary notices contained in the Licensed Software shall be maintained in such copies and shall be displayed in the same manner as when the software is initially run.

10.3 The Customer shall not:

a. sub-license, rent, lend, assign or transfer in any other way the Contract or the Licensed Software to any person without the prior written consent of 3tc;

b. give access to the Licensed Software through any network of computers to Users who are not employees or agents of the Customer;

c. make adaptations or variations of the Licensed Software without the prior consent of 3tc; or

d. disassemble, decompile, reverse translate or in any other manner decode the Licensed Software, except to the extent as may be permitted by law.

11 UPDATES

11.1 3tc may, in its absolute discretion, supply Updates to the Customer and, in such circumstances, such Updates shall be provided in machine-readable form together with any necessary amendments to the Documentation.

3tc may make such Updates available for downloading over the internet and will promptly notify the Customer when such downloads are available.

11.2 Unless otherwise expressly provided in the Project Deliverables, it is the responsibility of the Customer to take and install any Updates made available to it under Clause 11.1, and 3tc shall not be under any obligation to provide Support Services in respect of any Licensed Software that has not had any Updates installed which have been made available to the Customer.

12 CUSTOMER'S OBLIGATIONS

12.1 The Customer shall not, without 3tc's prior written approval, allow any person other than an authorised representative of 3tc to modify, repair or maintain any part of the Licensed Software.

12.2 The Customer shall co-operate with 3tc in any manner reasonably required by 3tc in order to carry out the Services, including the provision of such information, facilities and data as 3tc may request from time to time, and the making available of suitably qualified employees and contractors of the Customer. In particular, the Customer shall:

a. provide access to the Customer's systems for the purpose of carrying out diagnostics and the correction of Faults, provided that system access may be direct or remote (at 3tc's option);

b. provide such further access for 3tc to the Site(s) as 3tc may request from time to time to carry out its obligations under the Contract, and the Customer shall obtain for 3tc all permissions necessary to obtain such access; and

c. when representatives of 3tc are working on the Site(s), provide such facilities and supplies as reasonably required by 3tc from time to time, such as power and computer consumables.

13 CONFIDENTIALITY

13.1 In addition to the obligations imposed by any confidentiality agreement entered into of any form and of any kind between the parties, each party undertakes that it shall not at any time disclose to any person any information disclosed to it by the other party concerning the business or affairs of the other party or any of its affiliates, including information relating to a party's operations, systems, processes, plans, product information, know-how, designs, trade secrets, software, market opportunities, clients and customers ("Confidential Information"), except as permitted by Clause 13.2.

13.2 Each party may disclose the other party's Confidential Information:

a. to such of its employees, officers, agents, consultants or sub-contractors ("Representatives") who need to know such information for the purposes of carrying out that party's obligations or exercising its rights under the Contract, provided that the disclosing party shall take all reasonable steps to ensure that its Representatives comply with the confidentiality obligations contained in this Clause 13 as though they were a party to the Contract. The disclosing party shall be responsible for its Representatives' compliance with the confidentiality obligations set out in this Clause 13; and

b. as may be required by law, Court order or any governmental or regulatory authority.

13.3 For the avoidance of doubt, information is not Confidential Information if:

a. it is, or becomes, generally available to the public other than as a direct or indirect result of the information being disclosed by either party or its Representatives in breach of this Agreement;

b. it was, is, or becomes available to the other party on a non-confidential basis from a person who, to the receiving party's knowledge, is not under any confidentiality obligation in respect of that information;

c. it was in the possession of the receiving party and at its free disposal before the information was obtained by the receiving party;

d. it is developed by or for the receiving party independently of the information disclosed by the disclosing party; or

e. the parties agree in writing that the information is not confidential.

13.4 Each party reserves all rights (including Intellectual Property Rights) in its Confidential

Information. No rights or obligations in respect of a party's Confidential Information other than those expressly stated in the Contract are granted to the other party or to be implied from these Terms.

13.5 This Clause 13 shall remain in full force and effect, notwithstanding any termination or expiry of the Licence or the Contract.

14 DATA PROTECTION

14.1 Both parties will comply with all applicable requirements of the Data Protection Legislation. This Clause 14 is in addition to, and does not relieve, remove or replace, a party's obligations or rights under the Data Protection Legislation.

14.2 The parties acknowledge that:

a. if 3tc processes any personal data (as defined in the Data Protection Legislation) on the Customer's behalf when performing its obligations under the Contract, the Customer shall be the controller and 3tc shall be the processor for the purposes of the Data Protection Legislation; and

b. the details of the processing of personal data by 3tc is as follows:

i. duration of processing: for the term of the Contract;

ii. purpose of processing: for the provision of the Services;

iii. subject matter of processing: personal data inputted by the Customer into its database;

iv. nature of processing activities: use as required in order to provide Support Services;

v. categories of data subject:

vi. types of personal data processed: names, addresses, telephone numbers;

vii. transfers of personal data outside EEA: none; and

viii. authorised sub-processors: none.

14.3 Without prejudice to the generality of Clause 14.1, the Customer shall ensure that it has all necessary appropriate consents and notices in place to enable lawful transfer of the personal data to 3tc for the duration and purposes of the Contract so that 3tc may lawfully use, process and transfer the personal data in accordance with the Contract on the Customer's behalf.

14.4 Without prejudice to the generality of Clause 14.1, 3tc shall, in relation to any personal data processed in connection with the performance by 3tc of its obligations under the Contract:

a. process that personal data only on the documented written instructions of the Customer unless 3tc is otherwise required by law to process that personal data;

b. ensure that it has in place appropriate technical and organisational measures to protect against unauthorised or unlawful processing of personal data and against accidental loss or destruction of, or damage to, personal data;

c. not transfer any personal data outside of the European Economic Area ("EEA") unless the following conditions are fulfilled:

   i. the Customer or 3tc has provided appropriate safeguards in relation to the transfer;

   ii. the data subject has enforceable rights and effective legal remedies; and

   iii. 3tc complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any personal data that is transferred;

d. 3tc complies with reasonable instructions notified to it in advance by the Customer with respect to the processing of the personal data;

e. assist the Customer, at the Customer's cost, in responding to any request from a data subject and in ensuring compliance with its obligations under the Data Protection Legislation with respect to security, breach notifications, impact assessments and consultations with supervisory authorities or regulators;

f. notify the Customer without undue delay on becoming aware of a personal data breach;

g. at the written direction of the Customer, delete or return personal data and copies thereof to the Customer on termination of the Contract unless required by applicable law to store the personal data; and

h. maintain complete and accurate records and information to demonstrate its compliance with this Clause 14.

14.5 The Customer consents to 3tc appointing the authorised sub-processors listed in the Clause 14.2(b)(viii) as third-party processors of personal data under the Contract. 3tc confirms that it has entered or (as the case may be) will enter with such third-party processor(s) into a written agreement incorporating terms that are substantially similar to those set out in this Clause 14. As between the Customer and 3tc, 3tc shall remain fully liable for all acts or omissions of any third-party processor appointed by it pursuant to this Clause 14.

14.6 Either party may, at any time on not less than 30 days' notice, revise this Clause 14 by replacing it with any applicable controller to processor standard clauses or similar terms forming part of an applicable certification scheme.

15 EXPORT

15.1 Neither party shall in any circumstances export, directly or indirectly, any technical data acquired from the other party under the Contract (or any products, including software, incorporating any such data) in breach of any applicable laws or regulations ("Export Control Laws") to any country for which any competent government or any agency thereof in any relevant jurisdiction at the time of export requires an export licence or other governmental approval without first obtaining such licence or approval.

15.2

15.3 Each party undertakes:

a. contractually to oblige any third party to whom it discloses or transfers any such data or products to make an undertaking to it in similar terms to the one set out above; and

b. if requested, to provide the other party with any reasonable assistance, at the reasonable cost of the other party, to enable it to perform any activity required by any competent government or agency in any relevant jurisdiction for the purpose of compliance with any Export Control Laws.

16 WARRANTIES

16.1 3tc warrants and represents that:

a. as far as it is aware, it has the right to license all Intellectual Property Rights in and to the Licensed Software and Documentation to the Customer, and to provide the Support Services to the Customer;

b. as far as it is aware, none of the Updates supplied by the Supplier under Contract infringes the Intellectual Property Rights of any third party;

c. the Licensed Software at the Acceptance Date, and for 30 days after that date, will perform in all material respects in accordance with the Product Description; and

d. it will perform the Support Services using reasonable care and skill and in accordance with all applicable law and regulations.

16.2 The sole remedy for breach of the warranty under Clause 16.1(c) shall be correction of Faults by 3tc within a reasonable time from notification by the Customer of the Fault that constitutes such breach.

16.3 The warranties set out in Clause 16.1 are in lieu of all other express or implied warranties or conditions, including implied warranties or conditions of satisfactory quality and fitness for a particular purpose, in relation to the Contract. Without limitation, 3tc specifically denies any implied or express representation that the Licensed Software will be fit:

a. to operate in conjunction with any hardware items or software products other than with those that are identified in the Documentation as being compatible with the Licensed Software; or

b. to operate uninterrupted or error-free.

16.4 3tc does not warrant or guarantee that it will be able to rectify all Faults, nor that any Fault which does not materially affect the Customer's operations using the Licensed Software will be corrected before the issue of the next expected Update.

16.5 Any unauthorised modifications, use or improper installation of the Licensed Software by, or on behalf of, the Customer shall render all 3tc’s warranties and obligations under the Contract null and void.

16.6 3tc shall not be obliged to rectify any particular Fault if attempts to rectify such Fault other than normal recovery or diagnostic procedures have been made by the Customer's personnel or third parties without the prior permission of 3tc.

16.7 The Customer acknowledges that the only warranties in relation to the Third-Party Software are those contained in the licence from the third-party supplier(s) to 3tc of the same, and that to the extent that any of such warranties are given to 3tc, it will where possible pass on the benefit of such warranties to the Customer. The Customer acknowledges and agrees that it may need to liaise directly with any such third-party supplier where appropriate and, in this regard, 3tc shall not be responsible for any advice given to or recommendations followed by the Customer.

16.8 Any Open-Source Software provided by 3tc may be used according to the terms and conditions of the specific licence under which it is distributed, but is such Open-Source Software provided "as is" and expressly subject to the disclaimer in Clause 16.3.

16.9 The Customer:

a. warrants to 3tc that it will at all times comply with all applicable laws and regulations with respect to its activities under the Contract and in connection with any part of the Licensed Software;

b. shall take reasonable steps not to introduce any Virus or Vulnerability to the Licensed Software or the network and information systems of 3tc; and

c. shall fully indemnify 3tc and hold 3tc harmless from and against any and all actions, claims, demands, costs, losses, expenses, damages and liability (including any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal and other reasonable professional costs and expenses) suffered or incurred by 3tc arising out of any non- compliance by the Customer with this Clause 16.9.

17 INTELLECTUAL PROPERTY RIGHTS INDEMNITY

17.1 Subject to the Customer’s compliance with the conditions set out in this Clause 17.1, 3tc shall indemnify the Customer and hold the Customer harmless from and against all liabilities, costs, expenses, damages and losses suffered or incurred by the Customer arising directly out of or in connection with any proven claim made against the Customer for infringement of a third party's Intellectual Property Rights as a result of or in connection with the Customer's use of the Licensed Software in accordance with the Contract, provided that, if any third party makes a claim, or notifies an intention to make a claim, against the Customer which may reasonably be considered likely to give rise to a liability under this indemnity (“Claim”), the Customer:

a. shall as soon as reasonably practicable, give written notice of the Claim to 3tc, specifying the nature of the Claim in reasonable detail;

b. shall not make any admission of liability, agreement or compromise in relation to the Claim without the prior written consent of 3tc;

c. shall give 3tc and its professional advisers access at reasonable times to its premises and its officers, directors, employees, agents, representatives or advisers, and to any relevant assets, accounts, documents and records within the power or control of the Customer, so as to enable 3tc and its professional advisers to examine them and to take copies for the purpose of assessing the Claim;

d. shall take such action as 3tc may reasonably request to avoid, dispute, compromise or defend the Claim; and

e. give 3tc sole authority over the conduct of, and all negotiations relating to, the defence or settlement of the Claim.

17.2 Without prejudice to Clause 16.5, 3tc shall not in any circumstances have any liability for any Claim which is:

a. caused or contributed to by the Customer's use of the Licensed Software in combination with software not supplied or approved in writing by 3tc;

b. based on use of any version of the Licensed Software other than the latest version supplied by 3tc, if such claim could have been avoided by the use of such supplied version; or

c. where the claim for infringement arises in respect of a feature of the Licensed Software which was specifically requested by the Customer.

17.3 If use of the Licensed Software or receipt of the benefit of the Support Services becomes, or in the reasonable opinion of 3tc is likely to become, the subject of any such Claim, 3tc may, at its discretion:

a. replace all or part of the Licensed Software with functionally equivalent software or documentation without any charge to the Customer;

b. modify the Licensed Software as necessary to avoid such Claim, provided that the Licensed Software functions in substantially the same way; or

c. procure for the Customer a licence from the relevant claimant to continue using the Licensed Software, provided that such replacement, modification or procurement (as the case may be) shall be the Customer's sole and exclusive remedy.

18 LIMITATION OF LIABILITY

18.1 Except as expressly provided in this Agreement and to the fullest extent permitted by applicable law:

a. 3tc shall have no liability for any damage caused by errors or omissions in any information or instructions provided to 3tc by the Customer in connection with the Services; and

b. all warranties, representations, conditions and all other terms of any kind whatsoever implied by statute or common law are excluded from this Agreement.

18.2 Neither party excludes or limits liability to the other party for:

a. fraud or fraudulent misrepresentation;

b. death or personal injury caused by negligence;

c. a breach of any obligations implied by section 12 of the Sale of Goods Act 1979 or section 2 of the Supply of Goods and Services Act 1982; or

d. any matter for which it would be unlawful for the parties to exclude liability.

18.3 Subject to Clause 18.2, 3tc shall not in any circumstances be liable whether in contract, tort (including for negligence and breach of statutory duty howsoever arising), misrepresentation (whether innocent or negligent), restitution or otherwise, for:

a. any loss (whether direct or indirect) of profits, business, business opportunities, revenue, turnover, reputation or goodwill;

b. any loss or corruption (whether direct or indirect) of data or information;

c. loss (whether direct or indirect) of anticipated savings or wasted expenditure (including management time);

d. any loss or liability (whether direct or indirect) under or in relation to any other contract; or

e. any other indirect or consequential loss, howsoever arising.

18.4 Subject to Clause 18.2, 3tc's total aggregate liability in contract (including in respect of the indemnity at Clause 17.1), tort (including negligence and breach of statutory duty howsoever arising), misrepresentation (whether innocent or negligent), restitution or otherwise, arising in connection with the performance or contemplated performance of the Contract or any collateral contract shall be limited to the price paid for the Services during the [12] months preceding the date on which the claim arose or, if the claim arose during any period before 12 months had elapsed from the Commencement Date, during that shorter period.

18.5 3tc shall not be liable for any failure or delay in delivery that is caused by an event, circumstance or cause within the scope of Clause 26 or the Customer's failure to provide 3tc with complete or adequate delivery instructions.

19 ASSIGNMENT AND OTHER DEALINGS

19.1 The Customer shall not assign, transfer, charge, sub-contract, declare a trust over or deal in any other manner with any of its rights and obligations under the Contract without the express prior written consent of 3tc.

19.2 3tc may at any time assign, transfer, charge, sub-contract, declare a trust over or deal in any other manner with any or all of its rights under the Contract.

20 TERM AND TERMINATION

20.1 The Contract shall come into force on the Commencement Date and continue, unless terminated earlier in accordance with Clause 20.2, until the expiry of not less than 180 days' notice of termination given by either party to the other, such notice not to expire prior to the end of the Initial Term.

20.2 If the either Party becomes subject to any of the following events, or reasonably believes that either Party is about to become subject to any of them and notifies the Party accordingly, then, without limiting any other right or remedy available, either Party may terminate the Contract with immediate effect by giving notice to the other Party, and all outstanding sums in respect of the Services shall become immediately due and payable. For the purposes of this Clause 20.2, the relevant events are:

a. Either Party commits a material breach under the Contract and (if such breach is remediable) fails to remedy that breach within 7 days after receipt of notice from either Party to do so;

b. Either Party suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due or admits inability to pay its debts or is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986;

c. an order is made or a resolution is passed for the winding up of either Party or the appointment of a liquidator (except for the purpose of and followed by the solvent reconstruction or amalgamation with one or more other companies);

d. an administrator, administrative receiver or receiver is appointed, or there is an application for the appointment of any of the above or for an administration order, in respect of the whole or any part of either Party's assets or business;

e. Either Party makes any composition with its creditors or takes or suffers any similar or analogous action in consequence of debt; or

f. Either Party is subject to a change of control which the Party reasonably considers to be, or to be likely to be, prejudicial to its legitimate business interests.

20.3 On termination of the Contract for any reason, the Customer shall:

a. immediately pay to 3tc all unpaid invoices and interest due to 3tc, in full and without any set-off or deduction;

b. forfeit any deposit or other sum previously paid to 3tc in respect of the Services;

c. cease immediately to make any use of the Licensed Software;

d. promptly return to 3tc all media on which the Licensed Software, or any copies of the Licensed Software made by or for the Customer, are stored, and all copies of the Documentation; and

e. to the fullest extent possible, promptly delete or erase or procure the deletion or erasing of all copies of the Licensed Software and Documentation stored or loaded onto any processor.

20.4 Termination of the Contract shall not affect any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination or expiry, including the right to claim damages in respect of any breach of the Contract that existed at or before the date of termination or expiry.

21 WAIVER

21.1 A waiver of any right or remedy under the Contract or by law is only effective if given in writing and shall not be deemed a waiver of any subsequent breach or default.

21.2 A failure or delay by a party to exercise any right or remedy provided under the Contract or by law shall not constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict any further exercise of that or any other right or remedy. No single or partial exercise of any right or remedy provided under the Contract or by law shall prevent or restrict the further exercise of that or any other right or remedy.

22 ENTIRE AGREEMENT

22.1 The Contract constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.

22.2 Each party acknowledges that it has not entered into the Contract in reliance on any promise, representation, statement or warranty that has not been incorporated into the Contract by way of express provision.

22.3 Each party agrees that it shall have no remedies in respect of any statement, representation, assurance or warranty that is not expressly set out in the Contract.

23 SEVERANCE

If any Court or competent authority finds that any provision of the Contract (or part of any provision) is invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed to be deleted, and the validity and enforceability of the other provisions of the Contract shall not be affected.

24 THIRD-PARTY RIGHTS

No person other than a party to the Contract shall have any rights to enforce any of its terms.

25 NO PARTNERSHIP OR AGENCY

25.1 Nothing in the Contract is intended to, or shall be deemed to, establish any partnership or joint venture between any of the parties, constitute any party the agent of another party, or authorise any party to make or enter into any commitments for or on behalf of any other party.

25.2 Each party confirms it is acting on its own behalf and not for the benefit of any other person.

26 FORCE MAJEURE

26.1 For the purposes of the Contract, “Force Majeure Event” means an event or circumstance beyond the reasonable

control of either Party.

26.2 Either Party shall not be liable to either Party as a result of any delay or failure to perform its obligations under the Contract as a result of a Force Majeure Event. If the Force Majeure Event prevents either Party from performing the Services for a continuous period of more than 30 days, that Party shall have the right to terminate the Contract with immediate effect by giving notice.

27 NOTICES

27.1 Any notice or other communication given to a party under or in connection with the Contract shall be in writing, addressed to that party at its principal place of business or such other address as that party may have specified to the other party in writing, and shall be delivered personally, sent by pre-paid first class post, recorded delivery, commercial courier or email.

27.2 Any notice or other communication shall be deemed to have been received:

a. if delivered personally, when left at the address referred to in the Project Deliverables;

b. if sent by pre-paid first class post or recorded delivery, at 9.00 am on the second Business Day after the date of posting;

c. if delivered by commercial courier, on the date and at the time that the courier's delivery receipt is signed; or

d. if sent by email, one Business Day after the date of transmission.

27.3 The provisions of this Clause 27 shall not apply to the service of any proceedings or other documents in any legal action.

28 GOVERNING LAW AND JURISDICTION

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

28.2 Each party irrevocably agrees that the courts of England and Wales shall have non-exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with the Contract or its subject matter or formation.