

IDOX GROUP

QUOTATION FOR DELIVERABLES

- This Quotation, together with the framework agreement below (the 'Framework Agreement'), constitutes a commercial offer from the Supplier to the Customer.
- This Quotation incorporates the 'Service Level Agreement' detailed in Annex 1 and the 'Software User Constraints' detailed in Annex 2 (if applicable).
- **ONCE ACCEPTED BY THE CUSTOMER IN WRITING, THIS QUOTATION BECOMES AN AGREED ORDER AND AN INDEPENDENT CONTRACT BETWEEN THE PARTIES GOVERNED BY THE TERMS AND CONDITIONS OF THE FRAMEWORK AGREEMENT.**

Supplier Quotation Reference	
Date of Issue:	
Supplier:	Idox Software Ltd , a company incorporated in England and Wales (Company No 02933889) with its registered office at Unit 5, Woking 8, Forsyth Road, Woking, Surrey, United Kingdom, GU21 5SB
Supplier Contact:	
Customer Name & Address:	
Customer Contact:	
Term	Commencement Date: [Enter Date] Commencement Date of Managed Service: [Enter Date] Expiry Date: [Enter Date]
Extension	Any extension to the above quoted term shall be agreed by both parties in writing.
Variation to the Framework Agreement:	

Summary of Quotation

The following Deliverables have been identified as required under this Quotation:

Description of Deliverables	Units	Unit Price	Total over term	Payment Profile
Software:				
Professional Services:				
Managed Service:				
Order Total:			0.00	

By accepting this Quotation, you are committing to purchase or subscribe to the Deliverables from the Supplier. Where applicable:

- Software licenses are offered for the Term;
- if no other payment profile is detailed above, the Managed Service is billed annually in advance from the date access is provided.

Additional Information:

1. The prices in this Quotation exclude VAT or the relevant equivalent tax chargeable in the jurisdiction listed in clause 23, and are valid for 30 days from the date set out above.
2. If this Quotation provides for deferred payments and the Quotation is accepted; if for any reason whatsoever the Framework Agreement is terminated before all payments have been made, any outstanding amount pertaining to Deliverables shall become immediately due and payable by the Customer.
3. The terms and conditions in the Framework Agreement below will apply to any purchase orders raised in response to this Quotation.
4. Unless stated otherwise, annual payments are subject to index-related increases each year during the Term (including any extensions) on each anniversary of the relevant Commencement Date.
5. In addition to and without prejudice to paragraph 4 above, the Supplier shall be entitled to increase the Charges by a percentage amount equal to the percentage increase in its third party hosting costs. The Supplier shall provide evidence of its third party hosting costs prior to the next anniversary of the Commencement Date if reasonably requested to do so by the Customer.
6. Please ensure that all purchase orders are made out to the Supplier's name.

Written acceptance of this Quotation by the Customer will create an Agreed Order (hereinafter defined in the Framework Agreement) which is a legally binding contract between the parties in relation to the Software, the third party software, the Managed Service and/or the Professional Services specified in this

Quotation, as further described in the Framework Agreement, the 'Service Level Agreement' detailed in Annex 1 and the 'Software User Constraints' detailed in Annex 2 (if applicable).

FRAMEWORK AGREEMENT FOR THE PROVISION OF SOFTWARE AS A SERVICE

Please read through the Framework Agreement, as agreed with 'Idox' or the 'Supplier'. 'Supplier' is defined as the relevant legal entity and wholly owned subsidiary of Idox plc as set out in the Quotation issued by Idox and accepted by you, as the 'Customer'. If you, the Customer do not agree to any the terms contained herein please do not install the Software or use the Managed Service.

WHEREAS the Supplier is in the business of providing software, managed services and related professional services and the Customer wishes to purchase or subscribe to such software, managed services and related professional services, this Framework Agreement sets out the terms on which the Supplier will provide the Software, the Managed Service and/or Professional Services agreed in a specific Agreed Order, as these terms are defined below. In consideration of the mutual covenants and promises herein contained, the parties agree as follows:

1. DEFINITIONS

- 1.1 In this Framework Agreement and for the purposes of any Agreed Orders hereunder the following expressions have the meanings set opposite unless the context requires otherwise:

'Agreed Order'	means any order(s) for the provision of Services placed by the Customer with the Supplier and which, once agreed by the Customer (either by the Customer's written acceptance of a Quotation or by the Customer raising a purchase order in response to a Quotation), shall comprise the applicable terms of this Framework Agreement and the terms of the order document;
'Charges'	means the fees which the Customer agrees to pay to the Supplier for the use of the Deliverables pursuant to clause 8.1 and as detailed on the Agreed Order;
'Commencement Date'	means in the case of the Agreed Order, the date of commencement of a Project as indicated in an Agreed Order, and in the case of the Framework Agreement, the date of the last signature below;
'Content'	has the meaning given to it in clause 5.1 below;
'Customer Materials'	means all documents, information, items and materials in any form, whether owned by the Customer or a third party, which are provided by the Customer to the Supplier;
'Deliverables'	means the deliverables detailed in an Agreed Order;
'Documents'	means any electronic documents relating to the Project;
'End Users'	means named end users of the Customer who may access the Shared Workplace.
'Force Majeure Event'	means any circumstance not within a party's reasonable control including, without limitation: (i) acts of God, flood, drought, earthquake or other natural disaster; (ii) epidemic or pandemic; (iii) terrorist attack,

civil war, civil commotion or riots, war, threat of or preparation for war, armed conflict, imposition of sanctions, embargo, or breaking off of diplomatic relations; (iv) nuclear, chemical or biological contamination or sonic boom; (v) any law or any action taken by a government or public authority, including without limitation imposing an export or import restriction, quota or prohibition; (vi) collapse of buildings, fire, explosion or accident; or (vii) the interruption or failure of a utility service.

‘Framework Agreement’

means the terms and conditions of this agreement contained herein, including any schedules or annexes, which create the framework under which Agreed Orders may be placed and concluded from time to time;

‘Group’

means in relation to a company, that company, any subsidiary or holding company from time to time of that company and any subsidiary from time to time of a holding company of that company;

‘Intellectual Property Rights or IPR’

means all intellectual and industrial property of any kind whatsoever including patents, rights in Know-How, registered trade marks, registered designs, models, unregistered design rights, unregistered trade marks, rights to prevent passing off or unfair competition and copyright (whether in drawings, plans, specifications, designs and computer software or otherwise), database rights, topography rights, any rights in any invention, discovery or process, and applications for and rights to apply for any of the foregoing, in each case in the United Kingdom and all other countries in the world and together with all renewals, extensions, continuations, divisions, reissues, re-examinations and substitutions;

‘Know-How’

means formulae, algorithms, methods, plans, inventions, discoveries, improvements, processes, performance methodologies, techniques, specifications, technical information, tests, results, reports, component lists, manuals and instructions;

‘Law’

means any law, subordinate legislation within the meaning of Section 21(1) of the Interpretation Act 1978, bylaw, regulation, order, regulatory policy, mandatory guidance or code of practice, judgment of a relevant court of law, or directives or requirements with which a party to this Framework Agreement and / or an Agreed Order is bound to comply;

‘Managed Service’

means access and use of the Shared Workplace and related Customer ongoing support services following the grant of access to the Shared Workplace;

‘Personal Data’

any personal data which the Supplier processes in connection with this agreement, in the capacity of a processor on behalf of the Customer;

‘Professional Services’

means the service (together with any related support) provided by the Supplier for the purpose of the set up, implementation, configuration and/ or training for the Customer to be able to access and use the Shared Workplace;

‘Project’

means the project or projects carried out by the Customer;

'Project Workspace'	means part of the Shared Workplace relating to a single Project;
'Quotation'	means the document set out at the beginning of this Agreement;
'Sanctions'	means any laws or regulations relating to economic or financial, trade, immigration, aircraft, shipping or other sanctions, export controls, trade embargoes or restrictive measures from time to time imposed, administered or enforced by a Sanctions Authority;
'Sanctions Authority'	means the UK, the U.S., the European Union and the United Nations (UN) and any other governmental authority with jurisdiction over the Customer, its Business Partners or any part of the Customer's or its Business Partners' business or operations, and in each case their respective governmental, judicial or regulatory institutions, agencies, departments and authorities responsible for the implementation and enforcement of sanctions, including (without limitation) the UN Security Council, Her Majesty's Treasury and the UK's Office of Financial Sanctions Implementation, the Department of Business and Trade, the Export Control Joint Unit, the U.S. Departments of State or Commerce and the U.S. Office of Foreign Assets Control;
'Sanctions List'	means any of the lists issued or maintained by a Sanctions Authority designating or identifying persons that are subject to Sanctions, in each case as amended, supplemented or substituted from time to time, including (without limitation) the UK Sanctions List, Consolidated List of Financial Sanctions Targets in the UK, the Consolidated United Nations Security Council Sanctions List, the Consolidated Sanctions List of the US Office of Foreign Assets Control and the European Union Consolidated Financial Sanctions List;
'Sanctions Proceedings'	means any actual or threatened: a. litigation, arbitration, settlement or other proceedings (including alternative dispute resolution, criminal and administrative proceedings); or b. investigation, inquiry, enforcement action (including the imposition of fines or penalties) by any governmental, administrative, regulatory or similar body or authority, in each case relating to, or in connection with, any actual or alleged contravention of Sanctions;
'Sanctions Target'	means a person that is: a) listed on a Sanctions List; b) owned or controlled by a person listed on a Sanctions List; or c) otherwise identified by a Sanctions Authority as being subject to Sanctions;
'Service Level'	means the service levels at or in excess of which the Supplier will provide the Services as set out in Annex 2 to this Framework Agreement (as the

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| 'Agreement or SLA' | | same may be amended from time to time by the Supplier in order to continually improve the level of services, and to better manage its human and technical resources. The Supplier shall communicate such changes to the Customer in advance and provide a copy of the updated document); |
| 'Services' | | means, as appropriate, the Software, Professional Services and/or the Managed Service detailed in an Agreed Order; |
| 'Software' | | means any software owned by or licensed to the Supplier or a company in the Supplier's Group by third party licensors for the provision of the Services; |
| 'Shared Workplace' | | means that part of the Web Site dedicated to use by the Customer and where the Documents and other information relating to the Project are stored; |
| 'SOW'
'Statement
Works' | or
of | means the detailed plan describing the services to be supplied by the Supplier, the timetable for their performance and the related matters listed in the Agreed Order; |
| 'Term' | | means, in the case of an Agreed Order, the term specified within the Agreed Order (or earlier termination of the Agreed Order), and in the case of the Framework Agreement, a fixed term of five (5) years, such term commencing on the Commencement Date of the Framework Agreement and continuing until the last day of the Term (or earlier termination of the Framework Agreement); |
| 'Web Site' | | means the web site referred to in the Agreed Order and all web pages and content of that web site (including the Shared Workplace) from time to time; and |
| 'Working Day' | | shall mean 9.00am to 5.30pm UK time, Monday to Friday except UK public holidays. |
- 1.2 Clause headings are for ease of reference only and shall not affect the construction or interpretation of this Framework Agreement.
- 1.3 Any amendment or variation to this Framework Agreement hereunder should be agreed pursuant to an agreed change control procedure and no amendments to this Framework Agreement shall be valid unless signed in writing by both parties.
- 1.4 Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.
- 1.5 This Framework Agreement shall be binding on, and enure to the benefit of, the parties to this Framework Agreement and their respective personal representatives, successors and permitted assigns, and references to any party shall include that party's personal representatives, successors and permitted assigns.
- 1.6 Any obligation on a party not to do something includes an obligation not to allow that thing to be done.
- 1.7 Any words following the terms **including, include, in particular, for example** 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 term.

2. ENTIRE AGREEMENT

- 2.1 This Framework Agreement and any other documents referred to herein together with any relevant Agreed Order constitute the entire contract between the Supplier and the Customer in relation to the subject matter of any Agreed Orders and supersede all previous proposal, oral and written, between the parties in respect of the subject matter of an Agreed Order. No other terms and conditions (including any set out in any purchase order issued by the Customer) or prior representations of the Supplier or the Customer shall apply unless agreed in writing by the Supplier and the Customer in an Agreed Order.
- 2.2 A binding Agreed Order shall only be formed between and become binding upon the Supplier and the Customer upon acceptance of the relevant Quotation, thereafter constituting an Agreed Order, by the Customer. An Agreed Order constitutes a separate and independent agreement between the parties. The Customer confirms that it has read the terms and conditions of this Framework Agreement which will apply to each Agreed Order.
- 2.3 If no written acceptance of the Quotation has been received by Supplier but the Services are being provided with the consent of the Customer, then, in the absence of a formal written Agreed Order, the Customer agrees that the terms and conditions of this Framework Agreement will apply to the Services and to the purchase order issued by the Customer.
- 2.4 Nothing in this Framework Agreement shall operate so as to guarantee the Supplier any level of work from the Customer or any work at all. Agreed Orders may be placed from time to time by the Customer with the Supplier but at the Customer's sole discretion. The Supplier will, however, use all reasonable endeavours to accept orders placed with it from time to time under the Framework Agreement.
- 2.5 In the event of any conflict between the terms and conditions of this Framework Agreement and an Agreed Order, then the relevant provision(s) of the Agreed Order shall prevail.

3. USE OF THE SERVICES

- 3.1 The Services are owned and operated by the Supplier and provided to the Customer for use by the Customer. By submitting an Agreed Order, the Customer agrees to take and pay for (and by accepting the Agreed Order the Supplier agrees to provide) the Services for a particular Project for the Term.
- 3.2 The Customer shall be entitled to such amount of storage space, the number of Project Workspaces within the Shared Workplace, the number of End Users and any other stipulation as is indicated in the Agreed Order.

4. LICENCE

- 4.1 The Supplier on behalf of itself, any other companies within its Group, and any third party licensor(s) of the Software retains all rights and title to the Software, the Web Site, the Managed Service and, except as set out below, no Intellectual Property Rights or goodwill therein are transferred to the Customer.
- 4.2 In relation to the Managed Service and the Software:
 - 4.2.1 the Customer is granted a non-exclusive, worldwide, royalty-free, non-transferable right to access and use the Managed Service and the Software (as well as any output / materials

created or produced by the same). This right is granted only for the term of the Agreed Order to which such licence refers or as otherwise stated therein;

- 4.2.2 the Customer agrees not to copy or transfer the Managed Service or Software or reverse assemble, decompile or otherwise attempt to derive source code from the Managed Service or Software; and
- 4.2.3 the Customer agrees to comply with all applicable Law and governmental or other regulations relating to the use of the Managed Service or Software to the extent notified by the Supplier in advance.
- 4.3 The Customer may only download and print extracts from the Web Site for their own internal business use.
- 4.4 The Customer shall ensure that only the End Users have access to and utilise the Services, unless the Customer has the Supplier's prior written consent. The Customer shall maintain a stringent security policy to safeguard the confidentiality of End User's login credentials.
- 4.5 The Customer must not remove or alter copyright and other proprietary notices contained on the Web Site.
- 4.6 Other than proper use of the Managed Service in accordance with an Agreed Order, the Customer may not commercially exploit the Web Site (or any part of it) in any way.
- 4.7 The Customer owns the Content and Customer Materials placed on the Shared Workplace. Except for the rights granted herein, an Agreed Order does not transfer any Intellectual Property Rights in the Documents or any other aspect of the Content or Customer Material posted on the Shared Workplace from the Customer to the Supplier.
- 4.8 In relation to the Documents posted on the Shared Workplace the Customer grants the Supplier a non-exclusive, non-transferable right to post the Documents in the Shared Workplace but only for the purposes of the Supplier fulfilling its obligations under an Agreed Order. The Supplier shall have no right to use the Intellectual Property Rights of the Customer for any purpose other than providing the Managed Service.
- 4.9 The Customer accepts responsibility and liability for the acts and/or omissions of its staff, temporary staff or sub-suppliers in relation to any breaches of the Software licence or its/their obligations under these terms and conditions by such staff, temporary staff or sub-suppliers and will indemnify and hold harmless the Supplier against all liability, loss, damages, reasonable costs and expenses incurred or suffered by the Supplier as a result of any such breach.

5. CONTENT

- 5.1 The Supplier does not verify or assume any responsibility for the completeness or accuracy of the Content provided by the Customer or any other third parties accessing the Shared Workplace or the Web Site. This includes, without limitation, any Documents, requests for further information or responses to them (together the "**Content**").
- 5.2 The Customer must ensure that they have, and maintain, adequate computer hardware and software to ensure transmission of the Documents and to access the other functions of the Service. The Supplier shall not be responsible for any delay or failure to transmit, download or upload data from, to or via its computer systems if the Customer fails to comply with this requirement.
- 5.3 All equipment used to access the Service must be fitted with proper anti-malware controls.

- 5.4 The Supplier may remove any of the Content within 7 days of giving written notice that it considers (acting reasonably and in good faith) it to be defamatory, offensive or otherwise illegal if the Customer has not provided an adequate written explanation as to why it should remain in the Shared Workplace.

6. THE SUPPLIER'S OBLIGATIONS, RIGHTS AND WARRANTIES

- 6.1 The Supplier warrants that it will during the Term of an Agreed Order:
- 6.1.1 provide the Service with due care and skill and in accordance with standard industry practice;
 - 6.1.2 provide the Service in accordance with the Service Level Agreement which will be incorporated into the terms of each Agreed Order;
 - 6.1.3 use reasonable endeavours to maintain the Service so as not to cause any material interruption to the normal business operations of the Customer (other than agreed and unavoidable interruption from planned / routine maintenance activity); and
 - 6.1.4 use any data supplied to it solely for the purposes of providing the Service.
- 6.2 Apart from the express terms set out in this Framework Agreement or an Agreed Order, no conditions, warranties or other terms apply to the Service. The Supplier does not make, and hereby disclaims to the extent permitted under applicable law, any and all other express and/or implied warranties, included but not limited to warranties of merchantability, fitness for a particular purpose and any warranties arising from a course of dealing, usage or trade practice. The Supplier does not warrant that the Service will be uninterrupted, error-free or completely secure. The Customer acknowledges that the Service may be down for normal planned preventative maintenance agreed in advance with the Customer.
- 6.3 The Supplier does not and cannot control the flow of data to or from its network and other portions of the internet. Such flow depends in large part on the performance of internet Service provided or controlled by third parties. At times, actions or inactions of such third parties can impair or disrupt the Customer's connections to the internet (or portions thereof). Although the Supplier will use commercially reasonable efforts to take all actions it deems appropriate to remedy and avoid such events, it cannot guarantee that such events will not occur. Accordingly, provided the Supplier is not at fault, the Supplier disclaims any and all liability resulting from or related to such events.
- 6.4 Title, copyright and all other proprietary rights in the Software and the user documentation provided in respect of it and all parts and copies thereof shall remain vested in the Supplier and/or the relevant company within the Supplier's Group and its/their suppliers.
- 6.5 The Supplier shall follow its archiving procedures for Customer Content as may be notified to the Customer from time to time and as may be amended by the Supplier in its sole discretion from time to time. In the event of any loss or damage to Customer Content, the Customer's sole and exclusive remedy against the Supplier shall be for the Supplier to use reasonable commercial endeavours to restore the lost or damaged Customer Content from the latest back-up of such Customer Content maintained by the Supplier in accordance with its archiving procedure. The Supplier shall not be responsible for any loss, destruction, alteration or disclosure of Customer Content caused by any third party (except those third parties sub-contracted by the Supplier to perform services related to Customer Content maintenance and back-up for which it shall remain fully liable).
- 6.6 Upon expiry or termination of this Agreement for any reason, the Supplier shall (at its own absolute discretion) provide the Customer with the option to request the return of its data stored within the Software. The Customer acknowledges that such data may be provided in a format to be agreed upon between the parties at the time of termination.

- 6.7 The Supplier reserves the right to charge the Customer a reasonable fee for the retrieval and delivery of its data in accordance with your request. The amount of such fee shall be determined at the time of termination or expiry.
- 6.8 The Customer shall submit a written request for the return of its data within 30 days following the effective date of termination or expiry. The Supplier shall use commercially reasonable efforts to fulfil the Customer's request in a timely manner, subject to the payment of the applicable data retrieval fee outlined in clause 6.10.
- 6.9 In the event the Customer does not request the return of its data upon termination or expiry of this Agreement, the Supplier may, at its discretion, delete or destroy your data in accordance with its data retention policies and any applicable law.
- 6.10 If the Customer requires data retrieval, the Supplier can provide this information in a standard format for a cost of £5,000. If the data is required in a different format or there is a bespoke requirement with regards to the data extract, then effort to meet such requirements will need to be estimated and the work costed accordingly.

7. CUSTOMER'S OBLIGATIONS

- 7.1 The Customer will provide true, accurate, current and complete information (to the best of its knowledge) on the Agreed Order and will keep the Supplier informed of any matters which relate to the Customer and may have an effect on the Supplier's ability to provide the Service.
- 7.2 The Customer shall not utilise the Service other than for use on a particular Project identified on an Agreed Order and shall not resell the Service to any third parties or allow any third parties to use the Service, unless it has received prior written consent by the Supplier..
- 7.3 The Customer shall inform the Supplier immediately of any changes in ownership or of any change in its organisation or method of doing business which might affect the performance of the Supplier's duties under this Framework Agreement.
- 7.4 The Customer shall, at quarterly intervals (as agreed between the parties in writing from time to time), submit reports in the agreed format to the Supplier showing details of the Projects within the Shared Workplace and their associated gross values, outstanding orders and any other information relating to the performance of its obligations under this Framework Agreement which the Supplier may reasonably require from time to time. If the Customer has underpaid any Charges, the Customer shall pay to the Supplier the amount of the under-payment within 30 days from the date of receipt of an invoice or notice to do so.
- 7.5 The Customer shall throughout the Term allow the Supplier or the Supplier's designated auditor, on reasonable notice, access to its accounts, records and data processing facilities relating to the Service for the purpose of inspection and auditing compliance with this Framework Agreement. The Supplier's costs of such inspection will be borne by the Supplier unless it shows a shortfall exceeding 5% in respect of any period to which the inspection relates between the amount actually paid by the Customer and the amount due to be paid by the Customer, in which event (without affecting or prejudicing any other rights the Supplier may have) the Customer will pay in full the Supplier's costs (which for the avoidance of doubt will include any reasonable costs of the Supplier's nominee in carrying out the inspection) and the amount of the shortfall, within 14 days of the date of the Supplier's invoice for such costs and/or shortfall;
- 7.6 The Customer acknowledges and agrees that where the Supplier is prevented from or delayed in performing its obligations under the Agreed Order by an act or omission of the Customer in breach of the terms of the Agreed Order, then the Supplier will not be held to be in breach of the Agreed

Order to this extent and will, where necessary, be afforded an appropriate extension of time to perform its relevant obligations / duties.

- 7.7 The Customer shall ensure that its network and systems comply with the relevant specifications provided by the Supplier from time to time, and, to the extent permitted by law and except as otherwise expressly provided in this agreement, shall be solely responsible for procuring, maintaining and securing its network connections and telecommunications links from its systems to the Supplier's data centres, and all problems, conditions, delays, delivery failures and all other loss or damage arising from or relating to the Customer's network connections or telecommunications links or caused by the internet.

8. CHARGES

- 8.1 The Customer shall pay the Supplier the Charges for the Services as set out in the relevant Agreed Order. Unless otherwise stated in the Agreed Order, the Charges, including the licence fee, shall be expressed as annual charges.
- 8.2 The Customer shall pay all Charges to the Supplier within thirty (30) calendar days from the date of the Supplier's invoice.
- 8.3 All Charges payable under an Agreed Order are exclusive of Value Added Tax or any other relevant taxes which will be added at the prevailing rate from time to time.
- 8.4 If the payment of any sum due under an Agreed Order shall be delayed by the Customer for any reasons then, without prejudice to any of the Supplier's other rights, the Supplier shall be entitled to suspend the Services until full payment is received and charge interest at 8% per annum over the Bank of England current base rate on the amount of the delayed payment for the period of the delay.
- 8.5 Where relevant, the Supplier shall supply to the Customer such forms as are required by the tax authorities in the country in which the Customer is based to permit the Customer to make payments gross, failing which the Customer shall be entitled, if so required by Law, to deduct any applicable withholding tax. The Customer shall supply withholding tax certificates to the Supplier to support any such deductions within seven (7) calendar days of making such deductions.
- 8.6 The Supplier may make additional charges for travel outside the UK mainland including expenses and overnight accommodation.
- 8.7 The Supplier will quote any Customer purchase order number or reference provided that it is supplied prior to the issue of an invoice. If none is provided by the Customer, then the Customer agrees that the absence of such references do not constitute grounds for non-payment or delay in the settlement of an invoice.

9. PERFORMANCE

The Supplier warrants that it has full title to and/or the authority to grant licences or sub-licences (as appropriate) of the Software and give access to the Service.

10. TERMINATION

- 10.1 This Framework Agreement shall take effect on the Commencement Date and (subject to any earlier termination in accordance with its provisions) shall remain in force thereafter for the Term, at which point it shall automatically expire. Individual Agreed Orders concluded under the provisions of this Framework Agreement shall last for the periods stated in the applicable Agreed Order document.

- 10.2 This Framework Agreement and any Agreed Order may each be terminated forthwith by either party on written notice if the other party is in material breach of contract and, in the event of a breach capable of being remedied, fails to remedy the breach within thirty (30) calendar days of receipt of notice thereof in writing.
- 10.3 A party may terminate this Framework Agreement and any Agreed Order concluded under it immediately by notice to the other:
- 10.3.1 if any distress or execution is levied on any of the other's property or assets or the other party goes into liquidation;
 - 10.3.2 if the other makes or offers to make any arrangement or composition with creditors;
 - 10.3.3 if any resolution or petition to wind up the other's business (other than for the purpose of solvent amalgamation or reconstruction) shall be passed or presented or if a receiver or administrative receiver of the other's undertaking, property or assets shall be appointed or a petition presented for the appointment of an administrator;
 - 10.3.4 if the other party ceases or threatens to cease business or trading; or
 - 10.3.5 if any similar or analogous event under any jurisdiction occurs in respect of the other party.
- 10.4 The Supplier may terminate this Framework Agreement and/or any Agreed Order if the Customer fails to pay any amount due to the Supplier within thirty (30) calendar days of the date of the undisputed invoice or the date on which the invoice was determined as valid, the Supplier first having given the Customer five (5) Working Days' notice in writing of the Supplier's intention to terminate.
- 10.5 Termination of the Framework Agreement and / or an Agreed Order shall not prejudice any rights of either party which have arisen on or before the date of its termination.
- 10.6 Termination of an Agreed Order shall not affect the ongoing validity of this Framework Agreement or any other Agreed Order entered into pursuant to this Framework Agreement. Termination of the Framework Agreement shall not automatically terminate an Agreed Order (which will only be terminable in line with its own provisions).
- 10.7 On termination or expiry of this Framework Agreement and / or an Agreed Order:
- 10.7.1 the Customer shall immediately pay to the Supplier all of the Supplier's outstanding unpaid invoices and interest and, in respect of the Service supplied but for which no invoice has been submitted, the Supplier may submit an invoice, which shall be payable immediately on receipt.
 - 10.7.2 each party may, at their own expense, request the delivery and return of any and all materials and property (including data) belonging or relating to them, including without limitation all relevant confidential information, and all copies of the same, then in its possession, custody or control, and shall confirm in writing that the same has been done.
 - 10.7.3 the Supplier may destroy or otherwise dispose of any of the Customer Content in its possession unless the Supplier receives, no later than ten days after the effective date of the termination of this agreement, a written request for the delivery to the Customer of the then most recent back-up of the Customer Content. The Supplier shall use reasonable commercial endeavours to deliver the back-up to the Customer within 30 days of its receipt of such a written request, provided that the Customer has, at that time, paid all fees and charges outstanding at and

resulting from termination (whether or not due at the date of termination). The Customer shall pay all reasonable expenses incurred by the Supplier in returning or disposing of Customer Content.

11. CONFIDENTIALITY

- 11.1 Each party agrees that it will not without the prior written agreement of the other party permit the duplication, use for any purpose other than the performance of the Agreed Order or disclosure to any third party of any Confidential Information of that other party unless at the time of duplication, use or disclosure such information is within the public domain.
- 11.2 For the purposes of this Framework Agreement, "Confidential Information" shall mean (without limitation) any information whether oral, written or on electronic or optical media relating to this Framework Agreement, the business and affairs of the parties and their respective clients, the Software and other materials delivered by the Supplier to the Customer pursuant hereto and technical and commercial data, customer account details, marketing and business plans, client lists, prices and pricing information, commercial agreements between the parties and between either party and a third party, information on communications, hardware and programming interfaces, protocols and integration, data, drawings, diagrams, software programs, trade secrets, Know-How, algorithms, software architectures, designs and documentation (including in particular screen designs), all proprietary information and other intellectual property or rights thereto belonging to either party or held by either party under a duty of care to a third party to treat such information as confidential and any other information specifically identified by either party as confidential.
- 11.3 Notwithstanding the foregoing, the receiving party shall be entitled to make any disclosure required by law or other regulatory authority.
- 11.4 The provisions of this clause shall not apply to any Confidential Information that:
 - 11.4.1 is or becomes generally available to the public (other than as a result of its disclosure by the receiving party in breach of this clause);
 - 11.4.2 was available to the receiving party on a non-confidential basis before disclosure by the disclosing party;
 - 11.4.3 was, is or becomes available to the receiving party on a non-confidential basis from a person who, to the receiving party's knowledge, is not bound by a confidentiality agreement with the disclosing party or otherwise prohibited from disclosing the information to the receiving party; or
 - 11.4.4 the parties agree in writing is not confidential or may be disclosed.
- 11.5 In the event of termination of this Framework Agreement or any Agreed Order the obligations of both parties under this clause shall continue as if the Framework Agreement or any Agreed Order had not been terminated.

12. LIMITATION OF LIABILITY

- 12.1 Nothing in this Framework Agreement is intended to limit or exclude the liability of either party for death / personal injury resulting from its negligence, for fraud or for any other matter in respect of which liability cannot be limited / excluded by operation of law.
- 12.2 References to liability in this clause 12 include every kind of liability arising under or in connection with this agreement including but not limited to liability in contract, tort (including negligence), misrepresentation, restitution or otherwise.

- 12.3 Subject always to clause 12.1, the Supplier's total liability (whether in contract, tort (including negligence), restitution or otherwise) shall not exceed in the aggregate 100% of the total Charges payable under the relevant Agreed Order in the contract year in which the breaches occurred. If breaches committed in more than one contract year give rise to a single claim or a series of connected claims, the Supplier's total liability for those claims shall not exceed the single highest annual cap for the previous contract year. For the purpose of this clause only, a 'contract year' means a 12 month period within the Term of an Agreed Order commencing with the Commencement Date of the relevant Agreed Order or any anniversary of it.
- 12.4 Subject to clause 12.1, the Supplier shall not be liable to the Customer under or in connection with this Agreement and/or any Order Form for any special, indirect or consequential loss including but not limited to loss of business, loss of contracts, loss of anticipated savings or revenue, or goodwill, or loss of or damage to or corruption of data or Software (including in respect of any outages in the Software and/ or Service).
- 12.5 The Supplier shall have no liability to the Customer for any loss, damage, costs, expenses or other claims for compensation arising from any instructions given to the Supplier by the Customer which are incomplete, incorrect, inaccurate, illegible, or arising from their late arrival or non-arrival, or any other fault of the Customer.
- 12.6 Subject to any express terms of this Framework Agreement, the Supplier excludes any statement whatsoever and howsoever arising out of this Framework Agreement as to the quality, merchantability, suitability or fitness for purpose of any part of the Services to the fullest extent permitted by Law.
- 12.7 Each party acknowledges that any breach of its obligations with respect to the proprietary rights of the other party or such party's licensors may cause such other party irreparable injury for which there may be inadequate remedies at Law and that such other party and its licensors will be entitled to equitable relief, in addition to all other remedies available to it.
- 12.8 Nothing in this clause 12 shall limit the Customer's payment obligations under this Framework Agreement and/ or any Agreed Order.

13. INTELLECTUAL PROPERTY AND OTHER PROPERTY

- 13.1 The Supplier and its licensors shall retain ownership of all Intellectual Property Rights in the Software, and Service, excluding the Customer Materials;
- 13.1.1 the Supplier grants the Customer, or shall procure the grant to the Customer of, a fully paid-up, worldwide, non-exclusive, royalty-free, non-transferable licence during the term of the Agreed Order for the purpose of receiving and using the Software and the Service in its business; and
- 13.1.2 the Customer shall not sub-licence, assign or otherwise transfer the rights granted in clause 13.1.1.
- 13.2 In relation to the Customer Materials, the Customer:
- 13.2.1 and its licensors shall retain ownership of all IPRs in the Customer Materials; and
- 13.2.2 grants to the Supplier a fully paid-up, worldwide, non-exclusive, royalty-free, non-transferable licence to copy and modify the Customer Materials for the term of this Framework Agreement or an Agreed Order for the purpose of providing the Services to the Customer.
- 13.3 The Supplier warrants that the receipt, use of the Managed Service and the Software by the

Customer shall not infringe the rights, including any Intellectual Property Rights, of any third party.

- 13.4 The Supplier will return to the Customer upon request (or upon the expiry or termination of an Agreed Order for any reason) all Customer Materials. This clause 13.4 does not include Customer Content (which is provided for in clause 10.7.3).

14. SERVICE LEVELS

The Supplier shall provide the Services in accordance with the SLA detailed in Annex 1.

15. WAIVER

No delay, neglect, or forbearance on the part of either party in enforcing against the other party any term or condition of this Framework Agreement shall either be or be deemed to be a waiver or in any way prejudice any right of that party under this Framework Agreement. A waiver of any right or remedy under this Framework Agreement or an Agreed Order or by law is only effective if given in writing and shall not be deemed a waiver of any subsequent right or remedy.

16. PUBLICITY

The Supplier may advertise or publicly announce that it is providing services to the Customer, unless otherwise agreed by the parties in writing.

17. SEVERABILITY

If any part term or provision of this Framework Agreement not being of a fundamental nature is held to be invalid, illegal or unenforceable, the validity or enforceability of the remainder of the Framework Agreement shall not be affected.

18. NOTICES

Any notice shall be sufficiently given if delivered personally, by email or sent by first class mail to the other party at its address specified in the this Framework Agreement or the then current Agreed Order or at such other address as it may have notified in writing for such purposes to the other party. Notices so sent shall be deemed to have been received on delivery if delivered personally, if sent by first class mail to have been received three working days following dispatch and if sent by e-mail on receipt of confirmation of successful transmission. Where deemed delivery would take place on a non-Working Day then it shall be deemed to take place on the following Working Day.

19. ASSIGNMENT

The Customer may not assign any of its rights or delegate any of its obligations hereunder without the prior written consent of the Supplier. The Supplier may assign any of its rights or delegate any of its obligations hereunder to any company within its Group without the consent of the Customer.

20. DATA PROTECTION

- 20.1 All defined terms referred to in this clause 20 shall be as defined in the Data Processing Addendum. This clause 20 is relevant only to the extent that the Data Protection Legislation is applicable.
- 20.2 The parties acknowledge that for the purposes of the Data Protection Legislation, the Customer is the Controller and the Supplier is the Processor. The only processing that the Supplier is authorised to do is determined by the Customer and may not be determined by the Supplier. The scope, nature and purpose of processing by the Supplier, the duration of the processing and the types of Personal

Data and categories of Data Subject shall be set out in (1) the Data Processing Addendum available here: <https://www.idoxgroup.com/wp-content/uploads/2022/06/Data-processing-Addendum.pdf> (2) this Framework Agreement or, (3) as the case may be, an Agreed Order. This clause 20 is in addition to, and does not relieve, remove or replace, a party's obligations or rights under the Data Protection Legislation.

21. THIRD PARTY RIGHTS

Save as expressly set out within the terms of this Framework Agreement, the Contracts (Rights of Third Parties) Act 1999 does not apply in relation to this Framework Agreement or any agreement, arrangement, understanding, liability or obligation under or in connection with any the same.

22. COMPLIANCE WITH LAWS

The parties will comply with all applicable laws, statutes, ordinances and regulations regarding the use of the Service, including all applicable laws regarding the transmission of technical data exported from the country in which it resides or other relevant jurisdiction.

23. APPLICABLE LAW

- 23.1 Unless otherwise agreed in writing between the parties, this Framework Agreement shall be subject to and construed and interpreted in accordance with the laws of England and Wales and shall be subject to the non-exclusive jurisdiction of the courts of England and Wales.
- 23.2 Where a translation of any terms and conditions or part of an agreement is provided by the Supplier, this is provided for guidance purposes only in good faith and the English version is the legally correct and valid version of the relevant terms and conditions or part of an agreement in the event of any error in translation.

24. DISPUTE RESOLUTION

- 24.1 If a dispute arises out of or in connection with the performance, validity or enforceability of this Framework Agreement ("**Dispute**"), then the parties shall follow the procedure set out in this clause:
 - 24.1.1 either party shall give to the other written notice of the Dispute, setting out its nature and full particulars ("**Dispute Notice**"), together with relevant supporting documents. On service of the Dispute Notice, both parties shall attempt in good faith to resolve the Dispute; and
 - 24.1.2 if the parties are for any reason unable to resolve the Dispute within thirty (30) calendar days of service of the Dispute Notice, then either party shall be entitled to refer the Dispute to mediation in accordance with the Centre for Effective Dispute Resolutions ("**CEDR**") Model Mediation Procedure or failing that, a procedure administered by such other similar organisation as the President for the time being of the Law Society of England and Wales. The costs of the mediation shall be borne equally between the parties.
- 24.2 No party may commence any arbitration proceedings under this clause 24 in relation to the whole or part of the Dispute until any mediation procedure initiated according to clause 24.1 has been concluded or the time agreed for resolution has expired.
- 24.3 If the Dispute is not resolved within 30 days after the mediation procedure is initiated, or either party fails to participate or to continue to participate in the mediation before the expiration of the said period of 30 days, or the mediation terminates before the expiration of the said period of 30 days, the Dispute shall be finally resolved by the courts of England and Wales in accordance with clause 23.

25. FORCE MAJEURE

25.1 Provided it complied with clause 25.2, if a party is prevented, hindered or delayed in or from performing any of its obligations under this Framework Agreement by a Force Majeure Event ("**Affected Party**"), the Affected Party shall not be in breach of this Framework Agreement or otherwise liable for any such failure or delay to perform its obligations. The time for performance of such obligations shall be extended accordingly.

25.2 The Affected Party shall:

25.2.1 as soon as reasonably practicable after the start of the Force Majeure Event, notify the other party in writing of the Force Majeure Event, the date on which it started, its likely or potential duration, and the effect of the Force Majeure Event on its ability to perform any of its obligations under this Framework Agreement; and

25.2.2 use all reasonable endeavours to mitigate the effect of the Force Majeure Event on the performance of its obligations.

If the Force Majeure Event prevents, hinders or delays the Affected Party's performance of its obligations for a continuous period exceeding two (2) months, the party not affected by the Force Majeure Event may elect to terminate this Framework Agreement and/or the affected Agreed Order immediately by giving written notice to the Affected Party, without any further liability of either party (save in relation to the Customer's obligation to pay for Services already delivered and provided prior to such date).

26. HEALTH AND SAFETY

26.1. The Customer shall promptly notify the Supplier of any health and safety hazards which may exist or arise at the Customer's offices and which may affect the Supplier in the performance of the Services.

26.2. Whilst at the Customer's offices, the Supplier shall comply with any health and safety measures implemented by the Customer in respect of personnel and other persons working on those premises which are notified to the Supplier.

27. AUDIT

The Customer shall maintain such books and records as are necessary to enable the Supplier to audit the books and records of the Customer to ensure compliance with the terms of this (including the right to verify that the Customer's use of the Software complies with the terms and restrictions of the relevant Software licence). Reasonable notice of any audit will be given to the Customer and any audit shall be conducted during regular business hours at the Customer's offices. If any audit reveals that the Customer has underpaid any Charges for the Services to the Supplier, based on the Customer's actual use of the Services, then the Customer shall be invoiced for such underpaid fees based on the Supplier's list price in effect at the time the audit is conducted. If such underpaid fees are in excess of five per cent (5%) of the amount which the Customer has agreed to pay for its permitted use of the Services, then the Customer shall also reimburse the Supplier's reasonable costs of conducting the audit. The Supplier shall not conduct such audits more than once per calendar year

28. SANCTIONS

28.1 The Customer warrants that at the date of this Agreement it is not:

28.1.1 a Sanctions Target and has not been a Sanctions Target at any time and nothing has occurred that could result in it becoming a Sanctions Target;

28.1.2 contravening and has not contravened any Sanctions at any time; and

28.1.3 and has not in any way been involved in any Sanctions Proceedings (other than for the sole purpose of providing information or evidence in respect of such proceedings) at any time and to the best of its knowledge and belief, there are no circumstances likely to give rise to any such Sanctions Proceedings.

28.2 At all times during the term of this Agreement, the Customer shall:

28.2.1 not contravene any Sanctions;

28.2.2 not do, or omit to do, any act that will cause or lead the Supplier to contravene any Sanctions;

28.2.3 implement adequate policies and procedures to ensure compliance with Sanctions; and

28.2.4 keep at its normal place of business detailed, accurate and up to date records and books of account sufficient to enable verification of its compliance with its obligations under clause 28.2.1 to clause 28.2.3 and permit their audit as set out in clause 7.5.

28.3 The Customer shall as soon as reasonably practicable notify the Supplier in writing if:

28.3.1 at any time during the term of this Agreement, there is any fact or circumstance that would give rise to a breach of warranties given in clause 28.1; or

28.3.2 it becomes aware of any breach or suspected breach of this clause 28;

28.3.3 and it shall provide such information about such fact or circumstance or about the breach as the Supplier requires to comply with its obligations to any Sanctions Authority or otherwise reasonably requests.

28.4 If at any time during the term of this Agreement the Customer becomes a Sanctions Target, is involved in Sanctions Proceedings (other than for the sole purpose of providing information or evidence in respect of such proceedings) or contravenes Sanctions or anything occurs that could reasonably be expected to result in any of these things happening, the Supplier may in its absolute discretion and without affecting any other right or remedy available to it:

28.4.1 treat such event as a Force Majeure Event for the purposes of clause 25; or

28.4.2 terminate this Agreement with immediate effect by written notice to the Customer, including at any time during or following a suspension of the parties' obligations under clause 28.

28.6 If there is any conflict between this clause 28 and clause 25, this clause 28 shall take precedence.

28.7 Without affecting any other right or remedy available to the Supplier, any breach of this clause 28 by the Customer shall constitute a material breach of this Agreement, which is deemed to be irremediable.

28.8 The Customer shall indemnify the Supplier against all Losses incurred by the Supplier as a result of any claim by a third party (including any action or investigation by a Sanctions Authority) arising out of or in connection with the Customer's failure to comply with Sanctions or clause 28.

28.9 If a payment due from the Customer under clause 28.8 is subject to tax (whether by way of direct assessment or withholding at its source), the amount of the payment shall be increased to ensure that the

net receipt, after tax, to the Supplier is the same as it would have been were the payment not subject to tax.

28.10 Liability under the indemnity in clause 28.8 is unlimited.

This Framework Agreement has been entered into on the date of the last signature below.

For the Customer	
Signature:	
Name:	
Position	
Date:	

For Idox Software Limited	
Signature:	
Name:	
Position	
Date:	

ANNEX 1

‘SERVICE LEVEL AGREEMENT’

Please contact your relevant Account Manager for copies of the Service Level Agreement or indicate if this has been included in the Quotation.

ANNEX 2

‘SOFTWARE USE CONSTRAINTS’

The Customer acknowledges that the Deliverables (including any Software, Updates, corrections or upgrades) may have embedded some third party IPR and the Customer agrees to only use the said Deliverables in compliance with conditions of sub-licence of such third party IPR.

Attach here any relevant 3d party IP conditions

ANNEX 3

‘DELIVERABLES’

[This section is not obligatory and may be used to include additional information about the deliverables that cannot be included in the quotation above (information that would previously have been captured in a SOW). If it is not required, please mark as ‘Not applicable’.]