

ORBUSINFINITY® SUPPLIER TERMS

These OrbusInfinity Supplier Terms ("**Supplier Terms**") shall apply for the use by the Buyer of the Services, associated Support Services and Additional Services provided by the Supplier, each individually a "Party" and collectively, the "Parties".

1. DEFINITIONS AND INTERPRETATION

1.1 For purposes of these Supplier Terms, the following terms shall have the following meanings:

"**Acceptable Use Policy**" means the document titled 'OrbusInfinity® Acceptable Use Policy';

"**Additional Services**" means consultancy services days purchased by the Buyer as set out in the Call-Off Contract or Order Form which may include configuration, data migration, Software enablement services and training

"**Authorised User**" means any individual who is authorised by the Buyer in accordance with these Supplier Terms to access and use the Services, the number of which is specified in the Call-Off Contract;

"**Buyer Data**" means all data embodied in any form uploaded to the Services by the Buyer and/or any Authorised User but excluding Usage Data and Improvements;

"**Charges**" means the fees and charges payable for the Services and/or Additional Services as set out in in the Call-Off Contract and/or subsequent Order Form as applicable;

"**Documentation**" means the current version of the operating manuals, user instructions, technical literature and all other related materials in eye-readable form published by the Supplier relating to the use and application of the Services and/or Additional Services;

"**Improvements**" means feedback and suggestions for improvements to the Services and/or Additional Services by the Buyer and/or the Authorised Users;

"**Services**" means the G-Cloud services specified in the Call-Off Contract;

"**Service Levels**" means the minimum level of performance for the Services as set out herein, particularly Availability and the incident response set out in the Support Terms;

"**Start Date**" means the start date specified in the Call-Off Contract.

"**Support Hours**" means 08:00 am - 6:00 pm GMT (excluding English Bank Holidays)

"**Support Services**" means the support services for the Services to be provided in accordance with the Support Terms during the Support Hours;

"**Support Terms**" means the 'OrbusInfinity Support Terms' document;

"**Usage Data**" means data generated in connection with access and use of the Services by the Buyer and the Authorised Users but which does not contain any Buyer identifiable information such as log reports generated as a result of error reporting and reports of how many times certain features have been used, or any information that could link Buyer to such generated data, in order to inform improvements in the Services; and

"**Working Day**" means any day of the standard working week, which is not a bank holiday, in England and Wales.

2. SERVICES

2.1 Subject to compliance by the Buyer with the terms of these Supplier Terms and the Call-Off Contract and in consideration of the Charges paid by the Buyer to the Supplier, the Supplier grants to the Buyer a non-exclusive, non-transferable and revocable right to access and use the Services during the Term for the Buyer's own internal business purposes, solely for use by Authorised Users in accordance with the terms of these Supplier Terms and the Documentation.

2.2 The Buyer shall not and shall not permit any Authorised Users to:

2.2.1 reproduce, copy, modify, adapt or transmit the Services or Documentation or any component thereof, or transfer, assign, sell, rent, lease, license, distribute, commercially exploit, or otherwise make available to any third party (except as may be expressly permitted by applicable laws);

2.2.2 remove or deface any notice of confidentiality or trademark that may be displayed via the Services or Documentation; or

2.2.3 use, transfer, reassign or make available the Services, Documentation or any technical information relating to the Services or Documentation to any person, country or territory in any manner or for any purpose that is in violation of legislation and regulatory requirements related to economic or financial sanctions ("**Sanctions Law**") (including those implemented, administered and enforced by the UK Office of Financial Sanctions Implementation, the US Office of Foreign Assets Control, the United Nations and the Council of the European Union);

2.3 The Services may contain links to third party websites and the Buyer agrees that access to and/or use of any such website is at the Buyer's own risk. The Supplier does not approve or endorse any third-party website or content that is made available to the Buyer via the Services.

2.4 The Buyer may order additional Services and/or Additional Services by submitting an Order Form. Such Order Form shall include details of the Services and/or Additional Services, the start date and the Charges payable by the Buyer. If an Order Form is signed on the Buyer's behalf, and executed by the Supplier, it will become incorporated into, and subject to, the terms of these Supplier Terms and the Call-Off Contract terms.

2.5 The Buyer acknowledges that certain features and functions of the Services may (i) be limited to specific levels of subscription as set out in the applicable Order Form; and (ii) require the Buyer to install or have access to additional software not provided by the Supplier. The Buyer acknowledges that the failure to install the latest versions or compatible versions of such third party software may result in a loss of functionality. Accordingly, the Buyer shall procure for its Authorised Users access to the latest versions or compatible versions of such third party software to ensure the proper functioning of the Services.

2.6 The Buyer further acknowledges that certain functions and features may be dependent on access to third party software through APIs made generally available by a third party supplier. The Supplier shall have no liability for any failure to provide the Services if access to the third party APIs or third party software is amended, withdrawn or its continued access is otherwise limited.

2.7 The Supplier reserves the right to suspend the Buyer's (or any Authorised User's) access to or use of the Services (or part thereof), or to vary any Authorized Users permissions whenever such action is necessary, to prevent unauthorized use of the Services, protect the security or integrity of the Services or its data, or if the Supplier is unable to provide the Services, including if: (a) the Supplier becomes aware that the Buyer and/or any Authorised User is in violation of the Documentation or the provisions of clause 2.2; (b) the Buyer's use of the Services could adversely impact other of the Supplier's customers' use of the Services or the underlying infrastructure, network or servers used to provide the Services; (c) there is suspected unauthorised third-party access to the Services; or (d) a critical supplier of the Supplier has suspended or terminated the Supplier's access to such third party services or products required to enable the Buyer to access the Services. Unless the reason for suspension constitutes a material breach of these SaaS Terms by the Buyer which is incapable of remedy, the Parties agree to work together to remedy the circumstances in order to minimise the period of suspension. Where practicable and unless the reason for suspension constitutes a material breach of these Supplier Terms by the Buyer, the Supplier will provide the Buyer with at least five (5) days' advance written notice prior to any suspension, so that the Buyer may cure the issue leading to potential suspension.

2.8 Diagnostic information. The Supplier will collect, maintain, and process anonymized diagnostic and usage related information through the Services. This information is used to provide insights on usage and the performance of the Services for the Supplier to improve the Services and/or develop updates. For clarification, there is no collection or processing of Buyer Data or Personal Data as part of this data capture.

3. ADDITIONAL SERVICES

3.1 If requested by the Buyer, the Supplier shall supply the Additional Services as set out in the Call-Off Contract or any subsequent Order Form on dates to be agreed between the Parties. Additional Services are provided remotely unless otherwise agreed by the Parties in writing.

3.2 Additional Services can be purchased on a recurring or non-recurring basis. Additional Services purchased: (i) on a non-recurring basis must be used within 12 months of: (A) the Start Date in the Call-Off Contract; or (B) the Start Date specified in a subsequent Order Form (as applicable); and (ii) on a recurring basis shall be used within 12 months of: (A) the Start Date as specified in the Call-Off Contract; or (B) the Start Date specified in a subsequent Order Form; or (C) commencement of a Additional Services Renewal Period (as applicable). Any Additional Services not used during these periods shall automatically expire. No refunds shall be provided for any remaining, unused Additional Services.

3.3 Where Additional Services are purchased on a recurring basis, the Supplier will provide a set number of consultancy days on an annual basis to be used within twelve months of issue (the "Initial Additional Services Period"). Additional Services shall automatically renew for successive terms of equal duration to the Initial Additional Services Period (each an "Additional Services Renewal Period") unless either Party gives written notice to the other Party opting out of the automatic renewal and such notice is received by the other party no later than the date ninety (90) days' prior to the commencement of the applicable Additional Services Renewal Period.

3.4 Where the date for the performance of Additional Services has been agreed, any cancellation or rescheduling of the Additional Services requires at least five (5) Working Days' written notice prior to the date of the scheduled Additional Services. If the Buyer cancels the Additional Services giving less than the above required notice, the Additional Services Charges remain chargeable and no refund will be offered. In addition, the Buyer shall also be responsible for any non-refundable or non-cancellable expenses incurred or committed to by the Supplier, including travel and hotel accommodation. Rescheduling of any such Additional Services is subject to availability of Supplier personnel, and Supplier makes no commitment or guarantee that any such rescheduling can be accommodated

3.5 The Supplier warrants that the Additional Services shall be performed with all reasonable skill and care and in a professional and workmanlike manner consistent with applicable good industry standards. This warranty shall commence upon completion of the applicable Additional Services and continue for a period of thirty (30) days ("**Warranty Period**").

3.6 If during the Warranty Period, the Supplier receives written notice from the Buyer of non-conformity of the Additional Services with the warranty in clause 3.5, the Supplier shall, at its expense, promptly re-perform any Additional Services that failed to meet this warranty. The Buyer shall provide all information reasonably necessary, and reasonable assistance to the Supplier, to enable the Supplier to comply with its obligations under this clause 3.6 and to furnish a remedy for any breach of this warranty. This clause 3.6 states the Buyer's sole and exclusive remedy, and the Supplier's sole liability, for warranty claims related to the Additional Services.

4. SUPPORT

4.1. The Supplier shall, as part of the Services, provide the Buyer with support services in accordance with the Support Terms as set out in that document.

5. BUYER'S OBLIGATIONS

5.1 The Buyer shall:

5.1.1 access and use the Services solely in accordance with the terms of these Supplier Terms;

5.1.2 maintain in place throughout the term of these Supplier Terms adequate policies and procedures to ensure compliance with Sanctions Law and shall not breach Sanctions Law

5.1.3 comply with all applicable laws in the performance of its obligations under these Supplier Terms and in its use of the Services;

5.1.4 ensure that all Authorised Users comply with the Acceptable Use Policy.

6. WARRANTIES AND AVAILABILITY

6.1 **Services Warranty.** During the Call-Off Initial Period and any Call-Off Optional Extension Period (if used), the Supplier warrants that the Services will, when used in accordance with the terms of these Supplier Terms and the Documentation, be performed substantially in accordance with the Documentation and to meet the Service Levels.

6.2 The Supplier shall provide the Services to meet 99.5% Availability during Support Hours, whereby "**Availability**" shall be calculated as follows:

$$\frac{\text{Total Minutes - Downtime}}{\text{Total Minutes - Permitted Downtime}} \times 100 = \text{Availability\%}$$

"**Total Minutes**" means the total number of minutes during Support Hours in a month;

"**Downtime**" means the total number of minutes during the month that the SaaS Services are not accessible by any Authorized User or is not materially functioning in accordance with the requirements set out in the Documentation;

"**Permitted Downtime**" means any period during which the Services are not available due to: scheduled maintenance (the Supplier shall use reasonable endeavours to carry out scheduled maintenance between the hours of 2am and 6am in the time zone of the region in which the Buyer is receiving the Services).

6.3 If the Services do not conform to the foregoing warranty (except where any non-conformance is caused by use of the Services contrary to the Supplier's instructions, or modification or alteration of the Services by any party other than the Supplier), the Supplier will at its expense use reasonable endeavours to correct such non-conformance promptly, or provide the Buyer with an alternative means of accomplishing the desired performance.

6.4 **Additional Services Warranty.** The Supplier warrants that the Additional Services shall be performed with reasonable skill and care and in a professional and workmanlike manner consistent with applicable industry standards. This warranty shall commence upon completion of the applicable Additional Services and continue for a period of thirty (30) days ("**Professional Services Warranty Period**").

6.5 If during the Professional Services Warranty Period, the Supplier receive written notice from the Buyer of the non-conformity of the Additional Services with the warranty in clause 6.4, the Supplier shall, at its own expense, promptly re-perform any Additional Services that fail to meet this warranty. The Buyer shall provide all information reasonably necessary, and reasonable assistance to the Supplier, to enable the Supplier to comply with its obligations under this clause 6.5 and to furnish a remedy for any breach of this warranty.

6.6 Buyer Warranties. The Buyer warrants that:

6.6.1 it has full capacity and authority to enter into and to perform its obligations under these Supplier Terms; and

6.6.2 it has obtained all necessary third party consents and licenses that may be required to input, store or upload data into the Services environment.

6.7 The Buyer acknowledges that:

6.7.1 it accepts all responsibility for selecting the Services to meet its requirements;

6.7.2 the Supplier may use third party suppliers to support the Services and/or Additional Services;

6.7.3 the Supplier does not warrant that the Services and/or Additional Services will be suitable for the Buyer's requirements nor that any use will be uninterrupted or free of minor defects or errors; and

6.7.4 the Supplier is not responsible for any delays, delivery failures, or any other loss or damage resulting from the transfer of data over communications networks and facilities, including the internet, and the Buyer acknowledges that the Services and Documentation may be subject to limitations, delays and other problems inherent in the use of such communications facilities.

6.8 THE SERVICES AND DOCUMENTATION ARE PROVIDED ON AN AS-IS BASIS. EXCEPT AS EXPRESSLY STATED IN THESE SUPPLIER TERMS AND CALL-OFF CONTRACT, THE SUPPLIER DISCLAIMS ALL EXPRESS OR IMPLIED WARRANTIES, OF ANY KIND CONCERNING THE SUPPLY OR PURPORTED SUPPLY OF, OR FAILURE OR DELAY IN SUPPLYING THE SERVICES, ADDITIONAL SERVICES OR DOCUMENTATION WHETHER EXPRESS OR IMPLIED BY STATUTE, COMMON LAW OR OTHERWISE (INCLUDING THOSE RELATING TO SATISFACTORY QUALITY AND FITNESS FOR PURPOSE) TO THE GREATEST EXTENT PERMITTED BY LAW.

7 ADDITIONAL TERMS FOR FLOW DESIGNER AND FLOW MARKETPLACE

7.1 Where included in a Call-Off Contract this clause 7 shall apply for the Buyer's use of Flow Designer and/or Flow Marketplace as applicable.

7.2 Flow Designer

7.2.1 Flow Designer provides custom integrations and automations built by Buyers on a self-service basis. Where purchased by the Buyer, Additional Services days may be used by the Buyer to support in this work.

7.2.2 Where the Buyer has built integrations and/or automations, responsibility for the functionality, version management, issue resolution and maintenance rests with the Buyer.

7.2.3 Notwithstanding b) above, where the Buyer has built integrations and/or automations with the involvement of the Supplier's professional services team members, to the extent any issue with functionality, version management, issue

resolution and maintenance has been caused by the Supplier, clauses 6.4 and 6.5 of these Supplier Terms shall apply.

7.3 Flow Marketplace

7.3.1 Flow Marketplace provides premium integrations and automations purchasable by Buyers for specific applications, produced by the Supplier.

7.3.2 Responsibility for the functionality, version management, issue resolution and maintenance of integrations and automations rests with the Supplier.

7.3.3 The Support Terms shall apply for any issues with Flow Marketplace integrations and automations.

8 AI TERMS

8.1 This section governs the use of the optional artificial intelligence-powered add-on functionality ("**AI Features**") provided by the Supplier. In the event of any inconsistency between this section and the other Supplier Terms, this section will take precedence as far as such inconsistency relates to the use of the AI Features.

8.2 AI Features Input, Output and Ownership

The AI Features may require the Buyer to provide Input (meaning any data, prompt, text, file or other content) in order to generate an Output (meaning the results obtained from the Buyer's use of the AI Features).

The Buyer assumes sole responsibility for the Inputs and Outputs of the AI Features, and for any conclusions drawn from such use. The Buyer acknowledges and agrees that any reliance on or use of the Output is at the Buyer's sole risk.

To the extent permitted by applicable law, the Buyer shall retain ownership of the Inputs and the Buyer shall own the Outputs.

The Inputs, Outputs and any training data are not:

- a) available to other of the Supplier's customers;
- b) made available to OpenAI;
- c) used to improve OpenAI models;
- d) used to train, retrain, or improve Azure OpenAI Service foundation models; or
- e) used to improve any Microsoft or 3rd party products or services without the Buyer's permission or instruction.

8.3 Exclusion of Liability for Intellectual Property Infringement

The Supplier shall not be liable for any claim that any Output infringes the intellectual property rights of any third party. The Buyer acknowledges that it is solely responsible for ensuring compliance with applicable intellectual property laws when using the Output.

8.4 Prohibited Uses of AI Features and Output

The Buyer agrees that it will not, and will not permit any third party to:

- a) Use the AI Features or any Output to infringe the rights of any third party, including but not limited to intellectual property rights, privacy rights, or other proprietary rights.
- b) Use the AI Features or any Output to develop, train, or improve any artificial intelligence (AI) or machine learning (ML) models, except as expressly authorized under the Call-Off Contract.
- c) Represent any Output as being approved, endorsed, or vetted by the Supplier.
- d) Represent any Output as being an original work or a wholly human-generated work.
- e) Use the AI Features for automated decision-making that has legal or similarly significant effects on individuals, unless such use includes adequate human review and complies with all applicable laws and regulations.
- f) Use the AI Features, the Inputs or the Outputs for purposes or effects that are discriminatory, harassing, harmful, unethical or unlawful.

8.5 Beta Trials

If the Buyer opts in to any beta, trial, pre-release or early access AI Features (a "**Beta**"), the Buyer's use of the Beta(s) is limited to internal evaluation only and time-restricted to the period specified by the Supplier. The Buyer acknowledges that Betas may be inoperable, incomplete, or include features that do not function as intended. Access to or use of any Beta is at the Buyer's risk and is provided "as is" without any warranty or guarantee. If the Buyer is not comfortable with these terms, the Buyer should not use or access the Beta(s). The Supplier may suspend, terminate access to any Beta at any time without notice.

ORBUSINFINITY® SUPPORT TERMS

These support terms set out the additional terms and conditions related to the provision of the Support Services.

1. DEFINITIONS AND INTERPRETATION

1.1 In these Support Terms:

"Authorized User" means any individual who is authorized by the Buyer in accordance with the Call-Off Contract to access and use the Services, the number of which is specified in Schedule 1 and in any subsequent orders (as applicable);

"Documentation" means the current version of the operating manuals, user instructions, technical literature and all other related materials in eye-readable form published from time to time by the Seller relating to the use and application of the Services;

"Error" means any verifiable and reproducible failure of the Software to materially conform to the Documentation;

"Helpdesk" means the Seller's website that Authorised Users may use to log support tickets and enhancement requests which can be accessed at www.orbussoftware.com or such other address as the Seller may notify to the Buyer from time to time which is made available to Buyer whilst they are in receipt of the Services;

"Required Information" means the information to be provided by an Authorised User in relation to an Error when raising a Support Incident Ticket including (i) the precise description of what is seen by the Authorised User on the screen; (ii) the exact steps that were being performed by the Authorised User when the problem occurred; (iii) the precise text of any error message that the Authorised User received; (iv) the activity that was being undertaken by the Authorised User when the problem occurred; (v) the operating system of the terminal which experienced the problem; (vi) the Visio version of the Authorised User's machine; (v) a screenshot of the Error; (vi) the log files; and (vii) in the case of installations with multiple repositories, the name of the project (or repository);

"Restoration Time" means the period from when an incident is first reported or detected until the affected service is restored to a usable and operational state. Restoration may be achieved by resolving the incident directly or by implementing a workaround that enables normal business functionality to resume, even if the underlying problem has not yet been addressed;

"Resolution Time" means the period from when an incident is first reported or detected until the underlying problem has been fully resolved through a permanent fix, ensuring the root cause has been addressed and the issue will not recur;

"Software" means Seller's proprietary and/or licensed software applications that are to be hosted and/or used by Seller and/or made available by the Seller for use/download by the Buyer, in each case for the purposes of providing the Services to the Buyer;

"Support Desk Accounts" means accounts which are provided by Seller solely and exclusively to nominated Authorised Users, whose details have been entered into the Helpdesk for the purposes of receiving Support Services;

"Support Hours" means 08:00 am - 6:00 pm GMT (excluding English Bank Holidays);

"Support Incident Tickets" means incidents associated with the Software which are logged onto the Helpdesk; and

"Third Party Materials" means any services, data, information, content, Intellectual Property Rights, websites, software and other materials provided controlled or owned by or on behalf of a third party the use of which is subject to a separate agreement or licence between You and the relevant third party (including such Third Party Materials which may be linked to, interact with or used by the Services) and all other materials expressly identified as Third Party Materials

2. SERVICE AVAILABILITY

The Seller will supply the Support Services during the Support Hours. Buyer acknowledges and agrees that during the period between 25th December and 31st December each year Seller shall only respond to Critical Priority Incidents.

3. SUPPORT SERVICES SCOPE

- 3.1 Support Services shall only be provided in respect of Errors which are raised via the Helpdesk in accordance with the terms of this Call-Off Contract (for the avoidance of doubt: (i) onsite support; (ii) custom development (iii) training; and (iv) Consultancy Services are not included within the scope of the Support Services).
- 3.2 Buyer may submit suggestions or requests for new features and enhancements to the Seller's user voice section of the Helpdesk (currently located at <https://iserver.us-servevoice.com/>) but such suggestions and requests shall be outside the scope of the Support Services.
- 3.3 Seller shall classify any Support Incident Tickets which fall outside of the scope of the Support Services as Consultancy Tickets. The Seller shall not be obliged to perform any Consultancy Tickets unless and until agreed and documented in accordance with the provisions of these Support Terms.
- 3.4 Consultancy Tickets. Support Services are limited to responding to and resolving Errors. Support Incident Tickets which do not relate to Errors may be rejected or classified as Consultancy Tickets. Consultancy Tickets would include tickets relating to: (i) Microsoft Visio templates, stencils and master designs of any form; (ii) customisation of reports; (iii) use of frameworks and standards (such as TOGAF and ArchiMate); and (iv) modelling approaches, modelling techniques and best practices related therewith. Performance of Consultancy Tickets will be subject to Buyer purchasing additional Consultancy Services.

4. INCIDENT PRIORITISATION

Buyer shall promptly, following discovery, notify Seller of any Error via the Helpdesk and

provide Seller with reasonable detail of the nature and circumstances of the Error. Each Party shall categorise Errors as follows:

- 4.1. **Urgent (P1)** Priority Support Service Incidents means incidents that prevent the use of the Subscription Services including but not limited to an inability to log-in and critical loss of Data;
- 4.2. **High (P2)** Priority Support Service Incidents means incidents that need to be dealt with quickly but do not prevent the use of the Subscription Services, including but not limited to incidents that prevent the use of a product feature; and
- 4.3. **Normal (P3)** Priority Support Service Incidents means incidents that are not urgent which can be dealt with on a first come first served basis including but not limited to minor incidents that do not prevent use of a feature; and
- 4.4. **Low (P4)** Priority Support Service Incidents means incidents that are not urgent which can be dealt with on a first come first served basis including but not limited to cosmetic incidents that do not prevent use of a feature or function.

5. INCIDENT RESPONSE TIMES AND RESOLUTION

The incident response times, restoration and resolution times shall be as set out in the table below:

Incident category	Response time*	Restoration time**	Resolution time**
Urgent Priority (P1)	2 hours	4 hours	24 hours
High Priority (P2)	24 hours	2 business days	30 days
Normal Priority (P3)	7 days	30 days	6 months
Low Priority (P4)	21 days	On a prioritised basis	On a prioritised basis

* If raised during the Support Hours, measured from the time the incident is logged in the Helpdesk, if raised outside of the Support Hours, measured from the commencement of the next period of Support Hours.

**Target times only. Measured from the time the Seller receives the Required Information, or if requested, such other information as may be reasonably requested. If received during the Support Hours, from the time the information is received, if received outside of the Support Hours, measured from the commencement of the next period of Support Hours. Subject to Customer providing all reasonable assistance in a timely manner.

6. LOGGING SUPPORT INCIDENT TICKETS

Authorised Users with a Support Desk Account shall:

- 6.1. submit all Support Incident Tickets via the Helpdesk, which shall be monitored and reviewed by Seller; and

- 6.2. categorise the severity of the Support Incident Ticket according to the Incident Prioritisation Guidelines (as detailed in section 5, subject always to Seller's right to override Buyer's allocation).

7. RESPONDING TO SUPPORT INCIDENT TICKETS

- 7.1. Seller shall, in response to receiving Support Incident Tickets:
 - 7.1.1. confirm whether the Support Incident Ticket is in scope or outside of scope;
 - 7.1.2. confirm the prioritisation or reclassify the incident according to the Incident Prioritisation Guidelines;
 - 7.1.3. confirm receipt and either: (i) verify that the Required Information has been provided and is sufficient to enable Seller to take the practical steps needed to resolve the Support Incident Ticket; or (ii) request Buyer's Representative, or if nominated in writing, system administrator ("**System Administrator**") provide the Required Information and such other information as may be reasonably requested.
- 7.2. If a Support Incident Ticket cannot be reproduced in Seller's environment, Seller may require access to Buyer's database or remote access to Buyer's processing environment in which the Software is installed. Where this is the case, Buyer shall comply with Seller's reasonable requests and provide access where necessary.
- 7.3. On receipt of the Required Information or such other information as may be reasonably requested (as applicable), Seller shall use reasonable endeavours to respond to the Support Incident Tickets in accordance with the target incident response times, or such other period as the Parties may agree on a per incident basis).
- 7.4. Buyer acknowledges that Seller may, in its reasonable discretion, decline to address Support Incidents if it deems that such Support Incidents are outside of its control (including technology constraints).

8. EXCEPTIONS

Seller has no obligation to provide Support Services relating to Errors that, in whole or in part, arise out of or result from any of the following (each a "**Service Exception**"):

- 8.1. Software, or the media on which it is provided, that is modified or damaged by Buyer or any third party;
- 8.2. any operation or use of, or other activity relating to, the Software other than as specified in the Documentation, including any incorporation in the Software of, or combination, operation or use of the Software in or with, any technology (including any software, hardware, firmware, system, or network) or service not specified for Buyer's use in the Documentation, unless otherwise expressly permitted in writing by Seller;
- 8.3. any Third-Party Materials;
- 8.4. any negligence, abuse, misapplication, or misuse of the Software other than by Seller Personnel, including any Buyer use of the Software other than as specified in the Documentation or expressly authorized in writing by Seller;

- 8.5. any Buyer failure, including Buyer's failure to promptly install any maintenance release that Seller has previously made available to Buyer;
- 8.6. the operation of, or access to, Buyer's or a third party's system or network;
- 8.7. any relocation, installation or integration of the Software other than by Seller Personnel;
- 8.8. any open source components, beta software, software that Seller makes available for testing or demonstration purposes, temporary software modules, or software for which Seller does not receive a license fee;
- 8.9. any breach of or noncompliance with any material provision of this Call-Off Contract by Buyer or any of its Authorised Users.

9. REMOTE AND ONSITE SUPPORT

- 9.1. Buyer acknowledges that Support Services are provided remotely and Seller may respond to and assist in the resolution of Support Incident Tickets using whichever mode of communication it deems appropriate.
- 9.2. Where a Support Incident Ticket cannot be resolved remotely, or upon Buyer's request, the Seller may provide on-site support at Buyer's premises, subject to the Parties agreeing any additional fees which shall apply (including travel and accommodation expenses).

10. CLOSURE OF SUPPORT INCIDENTS

- 10.1. Seller shall close a Support Incident Ticket when it deems that it has been resolved at which point it shall send an email to Buyer Representative or System Administrator confirming the closure of the Support Incident Ticket.
- 10.2. If Buyer disputes the closure of a Support Incident Ticket, it may raise such challenge in the relevant Support Incident Ticket and request that it is reopened. Seller reserves the right to determine whether the Support Incident Ticket should be reopened.
- 10.3. In the event that the Support Incident Ticket cannot be resolved remotely, Seller may provide a chargeable on-site visit to Buyer.

11. BUYER RESPONSIBILITIES

Buyer shall:

- 11.1. log Support Incident Tickets, Software issues, consulting requests, training requests in the Helpdesk and provide the Required Information and such other information as may be reasonably required for the Seller to understand;
- 11.2. cooperate fully with Seller's personnel in the diagnosis or investigation of any Error, Software performance related inquiries or other issue or problem with the Software (including without limitation, (i) reasonable access to the appropriate Buyer personnel, including network, systems, operations, and applications personnel; and (ii) all necessary authorizations and consents, whether from third parties or otherwise, in connection with any of the foregoing);
- 11.3. be responsible for purchasing, installing, maintaining, and operating in good repair and in accordance with the Documentation all hardware and operating systems required to use and support the Software;

- 11.4. be responsible for maintaining all third-party software other than Third Party Material;
- 11.5. maintain an e-mail address for electronic mail communications with Seller;
- 11.6. regularly back up all data, files, and information that may be used in conjunction with the Software and assume sole responsibility for any lost or altered data, files, or information.

12. ADDITIONAL SUPPORT DESK ACCOUNTS

Buyer may request additional Support Desk Accounts by contacting the Seller Representative, the provision of which shall be subject to the prior written agreement of the Seller.

13. MEASUREMENT

- 13.1. Buyer may review Seller's performance against the service levels by using the Helpdesk.
- 13.2. Seller shall promptly upon receiving a request from Buyer, provide Buyer with a report detailing incident response times and resolution times. All such requests shall be raised by Buyer to the Seller Representative.
- 13.3. Seller may, in conjunction with Buyer, conduct reviews of its Support Services on an annual basis to determine areas of improvement.

14. ESCALATION

In the event that Buyer becomes dissatisfied with the Support Services it shall forthwith contact the Seller's support manager providing:

- 14.1. details of the reason for its dissatisfaction; and
- 14.2. a request for a review meeting on terms reasonable for both parties if Buyer deems it necessary.

OrbusInfinity® Acceptable Use Policy

1. This Acceptable Use Policy shall apply to any access and/or use of the Services by the Authorised Users in connection with the Call-Off Contract. Terms in this Acceptable Use Policy will have the meaning set out in the OrbusInfinity SaaS Terms or the Call-Off Contract as applicable. The Buyer shall:
 - 1.1 ensure that any access to and use of the Services is limited to the Authorised Users;
 - 1.2 maintain an up-to-date list of all Authorised Users, and provide an up-to-date version of that list to the Supplier on request;
 - 1.3 ensure that each Authorised User keeps their log-in details (username and password) for access to the Services secure and confidential;
 - 1.4 ensure that no material is stored, distributed or transmitted on or through the Services that is:
 - (a) unlawful, harmful, threatening, defamatory, obscene, infringing, harassing or racially or ethnically offensive; or
 - (b) facilitates illegal activity; depicts sexually explicit images; or promotes unlawful violence, discrimination based on race, gender, colour, religious belief, sexual orientation, disability, or any other illegal activities;
 - 1.5 not introduce to the Services any virus or malware (including any worm, Trojan horse or other destructive element);
 - 1.6 prevent any unauthorised access to and use of the Services, and will notify the Supplier immediately in the event of any such unauthorised access or use;
 - 1.7 ensure that there is no abusive or fraudulent use of the Services, including:
 - (a) any attempt to copy, duplicate, modify, create derivative works from or distribute all or any portion of the Services; or
 - (b) any attempt to decompile, disassemble, reverse engineer or otherwise reduce to human-readable form all or any part of the Services, except as may be expressly permitted under any applicable law; or
 - (c) any attempt to access all or any part of the Services in order to build a competing product or service; or
 - (d) any attempt to obtain, or assist third parties in obtaining, unauthorised access to the Services; or
 - (e) assisting any third party to breach any provision of this Acceptable Use Policy.

2. Serious breaches of this Acceptable Use Policy may constitute a Material Breach under the terms of the Call-Off Contract which could lead to termination by the Supplier.