This is Focus Ltd

App Services Terms and Conditions

Please read the Agreement carefully.

All contracts that TIF may enter into from time to time for the provision of the Hosted Services and related services shall be governed by the Agreement, and TIF will ask for the Customer's express written acceptance of the Agreement before providing those services to the Customer.

In the event of any conflict between these terms and conditions and any other terms and conditions incorporated or referred to in any communication from the Customer, these terms and conditions shall prevail, and the Customer's terms and conditions shall be entirely excluded from the Agreement.

1. Definitions

1.1 In the Agreement, except to the extent expressly provided otherwise:

"**Acceptable Use Policy**" means the policy set out in schedule 1;

"**Access Credentials**" means the usernames, passwords and other credentials enabling access to the Hosted Services;

"**Additional Services**" means any web development or other professional services that are specified as such in a Statement of Work or otherwise agreed by the parties in writing;

"**Agreement**" means a contract between the parties incorporating:

(a) these terms and conditions; and

(b) one or more Statements of Work,

and any amendments to that contract from time to time;

"**Anti-Corruption Laws**" means all applicable anti-bribery and anti-corruption laws (including the Bribery Act 2010);

"**App**" means the mobile application identified in the Initial Statement of Work that is or will be made available by TIF through the *Google Play Store* and the *Apple App Store*;

"**App User**" means an individual using the App, including using the App to access Customer Data or to interact or communicate with the Customer;

"**Business Day**" means any weekday other than a bank or public holiday in England;

"**Business Hours**" means:

(a) on a Business Day that is not a Friday, the hours of 09:00 to 17:30 GMT/BST; and

(b) on a Business Day that is a Friday, 09:00 to 17:00 GMT/BST;

"**Charges**" means:

(a) the amounts specified in the Statements of Work; and

(b) such amounts as may be agreed in writing by the parties from time to time;

"**Confidential Information**" means TIF Confidential Information and the Customer Confidential Information;

"**Customer**" means the person or entity identified as such in the Initial Statement of Work;

"**Customer Confidential Information**" means:

(a) any information disclosed by or on behalf of the Customer to TIF at any time before the termination of the Agreement (whether disclosed in writing, orally or otherwise) that at the time of disclosure was marked as "confidential" or should have been reasonably understood by TIF to be confidential;

(b) the Customer Data; and

(c) the Customer Personal Data;

"**Customer Data**" means all data, works and materials uploaded to or stored on the Platform by the Customer, transmitted by the Platform at the instigation of the Customer, or supplied by the Customer to TIF for uploading to, transmission by or storage on the Platform;

"**Customer Indemnity Event**" has the meaning given to it in clause 21.3;

"**Customer Personal Data**" means any Personal Data that is processed by TIF on behalf of the Customer in relation to the Agreement;

"**Customer Representatives**" means the person or persons identified as such in any applicable Statement of Work, and any additional or replacement persons that may be appointed by the Customer giving to TIF written notice of the appointment;

"**Customer User**" means an individual using the Hosted Services on behalf of the Customer;

"**Data Protection Laws**" means the EU GDPR and the UK GDPR and all other applicable laws relating to the processing of Personal Data;

"**Defect**" means a defect, error or bug in the App or the Hosted Services having a material adverse effect on the appearance, operation, functionality, security or performance of the App or Hosted Services, but excluding any defect, error or bug caused by or arising as a result of:

(a) any act or omission of the Customer or any Customer User;

(b) a failure of the Customer to perform or observe any of its obligations in the Agreement; and/or

(c) an incompatibility between the App or Hosted Services and any other system, network, application, program, hardware or software not specified as compatible in the Specification;

"**Effective Date**" means the date upon which the parties execute the Initial Statement of Work, whether in hard-copy or digital form;

"**EU GDPR**" means the General Data Protection Regulation (Regulation (EU) 2016/679) and all other EU laws regulating the processing of Personal Data, as such laws may be updated, amended and superseded from time to time;

"**FOIA**" means the Freedom of Information Act 2000;

"**Force Majeure Event**" means an event, or a series of related events, that is outside the reasonable control of the party affected (including failures of the internet or any public telecommunications network, hacker attacks, denial of service attacks, virus or other malicious software attacks or infections, power failures, industrial disputes affecting any third party, changes to the law, disasters, epidemics, pandemics, explosions, fires, floods, riots, terrorist attacks and wars);

"**Hosted Services**" means the hosted services identified in the Initial Statement of Work, which will be made available by TIF to the Customer as a service via the internet in accordance with the Agreement;

"**Initial Statement of Work**" means the first Statement of Work agreed by the parties with respect to a particular App;

"**Initial Term**" means the period:

(a) beginning on the Effective Date; and

(b) ending at the end of the period of 12 months (or such other length of time as may be specified in the Initial Statement of Work) following the end of the Set Up Period;

"**Intellectual Property Rights**" means all intellectual property rights wherever in the world, whether registrable or unregistrable, registered or unregistered, including any application or right of application for such rights (and these "intellectual property rights" include copyright and related rights, database rights, confidential information, trade secrets, know-how, business names, trade names, trade marks, service marks, passing off rights, unfair competition rights, patents, petty patents, utility models and rights in designs);

"**Personal Data**" means personal data under any of the Data Protection Laws;

"**Platform**" means the platform managed by TIF and used by TIF to provide the Hosted Services, including the application and database software for the Hosted Services, the system and server software used to provide the Hosted Services, and the computer hardware on which that application, database, system and server software is installed;

"**Renewal Term**" means a period of 12 months (or such other length of time as may be agreed by the parties in writing) following the end of the Initial Term or an earlier Renewal Term;

"**Services**" means any services that TIF provides to the Customer, or has an obligation to provide to the Customer, under the Agreement, whether agreed:

(a) in the Initial Statement of Work;

(b) in a subsequent Statement of Work; or

(c) otherwise by the parties in writing,

including any agreed Set Up Services, Hosted Services, Technical Support Services and Additional Services;

"**Services Statement**" means the description of the technical and procedural aspects of the Services set out in schedule 2;

"**Set Up Period**" means the period of 3 months following the Effective Date, or such alternative period as may be specified in the Initial Statement of Work, providing that if TIF does not complete the Set Up Services during that period and such failure arises out of the default of TIF, the Set Up Period shall be extended by a reasonable amount determined by TIF and notified by TIF to the Customer;

"**Set Up Services**" means consultation with prospective Users regarding the design of the App, the creation and execution of a project plan for the design and publication of the App and the configuration and implementation of the Hosted Services, and the provision of training in relation to the use of the Hosted Services, in each case in accordance with the Initial Statement of Work;

"**Specification**" means the specification for the Platform and Hosted Services set out in the Initial Statement of Work;

"**Statement of Work**" means a hard-copy or digital statement of work setting out the particulars of the Services and the corresponding Charges that is signed or otherwise agreed by or on behalf of each party;

"**Supported Web Browser**" means the current release from time to time of *Google Chrome*, or any other web browser that TIF agrees in a Statement of Work shall be supported;

"**Technical Support Services**" means support in relation to the identification and resolution of errors in, the Hosted Services, but shall not include the provision of training services;

"**Term**" means the term of the Agreement, commencing in accordance with clause 2.1 and ending in accordance with clause 2.2;

"**Third Party Services**" means any hosted, cloud or software-based services provided by any third party that are or may be integrated with the Hosted Services by TIF from time to time in circumstances where the Customer must, in order to activate the integration, have an account with the relevant services provider or obtain activation or access credentials from the relevant services provider;

"**TIF**" means This Is Focus Ltd, a company incorporated in England and Wales (registration number 07522150) having its registered office at Newtown House, 38 Newtown Road, Liphook, Hampshire, England, GU30 7DX;

"**TIF Confidential Information**" means:

(a) any information disclosed by or on behalf of TIF to the Customer at any time before the termination of the Agreement (whether disclosed in writing, orally or otherwise) that at the time of disclosure was marked as "confidential" or should have been understood by the Customer (acting reasonably) to be confidential; and

(b) the amounts of the Charges and the other financial terms of the Agreement;

"**TIF Indemnity Event**" has the meaning given to it in clause 21.1;

"**TIF Representatives**" means the person or persons identified as such in any Statement of Work, and any additional or replacement persons that may be appointed by TIF giving to the Customer written notice of the appointment;

"**UK GDPR**" means the EU GDPR as transposed into UK law (including by the Data Protection Act 2018 and the Data Protection, Privacy and Electronic Communications (Amendments etc) (EU Exit) Regulations 2019) and all other UK laws regulating the processing of Personal Data, as such laws may be updated, amended and superseded from time to time;

"**User**" means a Customer User or an App User; and

"**Web Interface**" means the web interface for the Hosted Services designed to allow individual human users to access and use the Hosted Services.

2. Term

2.1 The Agreement shall come into force upon the Effective Date.

2.2 The Agreement shall continue in force until the end of the Initial Term.

2.3 At any time before the end of the Initial Term, the parties may agree in writing to extend the Agreement for a Renewal Term; and at any time before the end of any Renewal Term, the parties may agree in writing to extend the Agreement for another Renewal Term.

2.4 The Agreement shall automatically terminate at the end of the Initial Term or, where applicable, the last agreed Renewal Term, subject to earlier termination in accordance with clause 24 or any other provision of the Agreement.

2.5 Unless the parties expressly agree otherwise in writing:

(a) the Initial Statement of Work, and each subsequent Statement of Work relating to the same App and the same Hosted Services, shall form part of the same contract; whereas

(b) any other statement of work agreed by the parties shall constitute or form a separate contract under these terms and conditions.

3. Set Up Services

3.1 TIF shall provide the Set Up Services to the Customer.

3.2 TIF shall use reasonable endeavours to ensure that the Set Up Services are provided in accordance with any timetable set out in the Initial Statement of Work and are completed by the end of the Set Up Period.

3.3 TIF may request that the Customer confirms in writing that the Customer accepts:

(a) the proposed design of the App created through the Set Up Services; and/or

(b) the satisfactory completion of the Set Up Services.

The Customer must act reasonably in relation to any such request. If the Customer requests any changes to the design of the App following acceptance of that design, such changes shall be chargeable at TIF's standard time-based charging rates; and if the Customer requests any changes to the configuration of the Hosted Services following

acceptance of the completion of the Set Up Services, such changes shall likewise be chargeable.

3.4 TIF shall use all reasonable endeavours to resolve, without additional charge to the Customer:

(a) any Defect; and

(b) any material non-conformance with Specification of the Platform or Hosted Services (excluding non-conformances that have been previously approved in writing by the Customer),

identified by the Customer and reported by the Customer to TIF in writing within the period of 90 days following the end of the Set Up Period. The resolution of other issues, and the resolution of issues after the end of that 90-day period, shall be chargeable, either: (i) under Charges for Support Services, if the resolution falls within the scope of the Support Services; or (ii) otherwise, under Charges agreed by the parties in writing.

4. Hosted Services

4.1 TIF shall provide, or shall ensure that the Platform will provide, to the Customer upon the completion of the Set Up Services the Access Credentials necessary to enable the Customer to access and use the Hosted Services.

4.2 TIF hereby grants to the Customer a worldwide, non-exclusive licence to use the Hosted Services by means of the Web Interface and the App for the purposes of publishing information for App Users and otherwise communicating with App Users during the Term.

4.3 The licence granted by TIF to the Customer under clause 4.2 is subject to the following limitations:

(a) the Web Interface may only be used through a Supported Web Browser;

(b) all Customer Users must be the employees, agents and subcontractors of the Customer; and

(c) any limitations (which may include limitations on Users and/or User accounts) specified in a Statement of Work.

4.4 Except to the extent expressly permitted in the Agreement or required by law on a non-excludable basis, the licence granted by TIF to the Customer under clause 4.2 is subject to the following prohibitions:

(a) the Customer must not sub-license its right to access and use the Hosted Services;

(b) the Customer must not permit any unauthorised person or application to access or use the Hosted Services;

(c) the Customer must not use the Hosted Services to provide services to third parties;

(d) the Customer must not make any alteration to the Platform; and

(e) the Customer must not conduct or request that any other person conduct any load testing or penetration testing on the Platform or Hosted Services without the prior written consent of TIF.

4.5 The Customer shall implement and maintain reasonable security measures relating to the Access Credentials to ensure that no unauthorised person or application may gain access to the Hosted Services by means of the Access Credentials.

4.6 The parties acknowledge and agree that the Services Statement shall govern the availability of the Hosted Services.

4.7 The Customer must not use the Hosted Services in any way that causes, or may cause, damage to the Hosted Services or Platform or impairment of the availability or accessibility of the Hosted Services.

4.8 The Customer must not use the Hosted Services in any way that uses excessive Platform resources and as a result is liable to cause a material degradation in the services provided by TIF to its other customers using the Platform; and the Customer acknowledges that TIF may use reasonable technical measures to limit the use of Platform resources by the Customer for the purpose of assuring services to its customers generally.

4.9 The Customer must not use the Hosted Services:

(a) in any way that is unlawful, illegal, fraudulent or harmful; or

(b) in connection with any unlawful, illegal, fraudulent or harmful purpose or activity.

4.10 The Customer must comply with Acceptable Use Policy and must ensure that all persons using the Hosted Services with the authority of the Customer or by means of the Access Credentials comply with Acceptable Use Policy.

4.11 For the avoidance of doubt, the Customer has no right to access the software code (including object code, intermediate code and source code) of the Platform, either during or after the Term.

4.12 TIF may from time to time suspend the Hosted Services for the purposes of scheduled maintenance in accordance with the Services Statement.

5. Technical Support Services

5.1 TIF shall provide the Technical Support Services to the Customer during the Term with reasonable skill and care and in accordance with the Services Statement.

6. Additional Services

6.1 TIF shall provide to the Customer any Additional Services specified in a Statement of Work or otherwise agreed by the parties in writing.

6.2 TIF shall use reasonable endeavours to ensure that Additional Services are provided in accordance with any agreed timetable.

6.3 If Additional Services are to be provided on the basis of an allocation of hours that the Customer may call off during the Term, the following provisions shall unless the relevant Statement of Work provides otherwise apply:

(a) at the end of a month (or other specified period) unused hours will not be rolled over to the next following month (or other specified period); and

(b) an allocation of hours with respect to a particular project cannot be used with respect to a different project.

6.4 The Customer acknowledges that the commencement and/or continuing provision of Additional Services may, at TIF's discretion, be subject to:

(a) the Customer's written agreement to the specific scope of those Additional Services;

(b) the Customer's written agreement to the Charges payable with respect to those Additional Services; and/or

(c) the provision of a purchase order by the Customer.

7. Customer obligations

7.1 Save to the extent that the parties have agreed otherwise in writing, the Customer must provide to TIF, or procure for TIF, such:

(a) co-operation, support and advice;

(b) information and documentation; and

(c) governmental, legal and regulatory licences, consents and permits,

as are reasonably necessary to enable TIF to perform its obligations under the Agreement.

7.2 The Customer shall be responsible for uploading the Customer Data to the Hosted Services in accordance with any relevant timetable set out in a Statement of Work or otherwise agreed by the parties in writing.

7.3 The Customer acknowledges that a delay in the Customer performing its obligations in the Agreement may result in a delay in the performance of the Services; and subject to clause 22.1 TIF will not be liable to the Customer in respect of any failure to meet any timetable (including a failure to complete the Set Up Services by the end of the Set Up Period) to the extent that that failure arises out of a delay in the Customer performing its obligations under the Agreement.

8. Customer Data

8.1 The Customer hereby grants to TIF a non-exclusive licence to copy, reproduce, store, distribute, publish, export, adapt, edit and translate the Customer Data to the extent reasonably required for the performance of TIF's obligations and the exercise of TIF's rights under the Agreement. The Customer also grants to TIF the right to sub-license these rights to its hosting, connectivity and telecommunications service providers, subject to any express restrictions elsewhere in the Agreement.

8.2 The Customer warrants to TIF that the Customer Data will not infringe the Intellectual Property Rights or other legal rights of any person, and will not breach the provisions of any law, statute or regulation, in any jurisdiction and under any applicable law.

9. Integrations with Third Party Services

9.1 TIF may integrate the Hosted Services with any Third Party Services at any time.

9.2 Notwithstanding the presence of any Third Party Services integration, particular Third Party Services shall only be activated with respect to the Hosted Services account of the Customer by:

(a) the Customer; or

(b) TIF with the prior written agreement of the Customer.

9.3 TIF may remove, suspend, deactivate or limit any Third Party Services integration at any time in its sole discretion.

9.4 The supply of Third Party Services shall be under a separate contract or arrangement between the Customer and the relevant third party. TIF does not contract to supply the Third Party Services and is not a party to any contract for, or otherwise responsible in respect of, the provision of any Third Party Services. Fees may be payable by the Customer to the relevant third party in respect of the use of Third Party Services.

9.5 The Customer acknowledges and agrees that:

(a) the activation of Third Party Services with respect to the Hosted Services account of the Customer may result in the transfer of Customer Data and/or Customer Personal Data from the Hosted Services to the relevant Third Party Services and vice versa;

(b) TIF has no control over, or responsibility for, any disclosure, modification, deletion or other use of Customer Data and/or Customer Personal Data by any provider of Third Party Services;

(c) the Customer must ensure that it has in place the necessary contractual safeguards to ensure that the transfer of Customer Personal Data to, and use of Customer Personal Data by, a provider of Third Party Services is lawful; and

(d) the Customer shall ensure that the transfer of Customer Data to a provider of Third Party Services does not infringe any person's Intellectual Property Rights or other legal rights and will not put TIF in breach of any applicable laws.

9.6 Subject to clause 22.1:

(a) TIF gives no guarantees, warranties or representations in respect of any Third Party Services; and

(b) TIF shall not be liable to the Customer in respect of any loss or damage that may be caused by Third Party Services or any provider of Third Party Services.

10. App

10.1 The parties acknowledge and agree that the licensing of the App shall be subject to separate terms and conditions made available through the applicable distribution platform, and accordingly the Agreement shall not govern any such licensing.

11. Intellectual Property Rights

11.1 Subject to any written agreement of the parties to the contrary, any Intellectual Property Rights that may arise out of the performance of the Services by TIF shall be the exclusive property of TIF.

11.2 Nothing in the Agreement shall operate to assign or transfer any Intellectual Property Rights from TIF to the Customer, or from the Customer to TIF.

11.3 If TIF reasonably determines, or any third party alleges, that the use of the App or the Hosted Services by the Customer in accordance with the Agreement infringes any person's Intellectual Property Rights, TIF may at its own cost and expense:

(a) modify the App or Hosted Services in such a way that they no longer infringe the relevant Intellectual Property Rights; or

(b) procure for the Customer the right to use the App or Hosted Services in accordance with the Agreement.

12. Representatives

12.1 TIF shall ensure that all instructions given by TIF in relation to the matters contemplated in the Agreement will be given by a TIF Representative to a Customer Representative, and the Customer:

(a) may treat all such instructions as the fully authorised instructions of TIF; and

(b) may decline to comply with any other instructions in relation to that subject matter.

12.2 The Customer shall ensure that all instructions given by the Customer in relation to the matters contemplated in the Agreement will be given by a Customer Representative to a TIF Representative, and TIF:

(a) may treat all such instructions as the fully authorised instructions of the Customer; and

(b) may decline to comply with any other instructions in relation to that subject matter.

13. Charges

13.1 The Customer shall pay the Charges to TIF in accordance with the Agreement.

13.2 All amounts stated in or in relation to the Agreement are, unless the context requires otherwise, stated exclusive of any applicable value added taxes, which will be added to those amounts and payable by the Customer to TIF.

14. Variation of Charges

14.1 TIF may elect to vary any element of the Charges by giving to the Customer not less than 30 days' written notice of the variation expiring on any anniversary of the date of execution of the Agreement, providing that TIF may only vary each element of the Charges once per year of the Agreement and subject always to clause 14.2.

14.2 No single variation under clause 14.1 shall result in a percentage increase in the relevant element of the Charges that exceeds the greater of:

(a) 10%; and

(b) 2% over the percentage increase, since the date of the most recent variation of the relevant element of the Charges under this clause 14 (or, if no such variation has occurred, since the date of execution of the Agreement), in the Retail Prices Index (all items) published by the UK Office for National Statistics.

15. Payments

15.1 TIF shall issue invoices for the Charges to the Customer on or after the invoicing dates set out in each Statement of Work, or if no invoicing dates are set out in a Statement of Work with respect to particular Charges, at any time following the issue of a relevant purchase order by the Customer.

15.2 The Customer must pay the Charges to TIF within the period of 30 days following the issue of an invoice in accordance with this clause 15.

15.3 The Customer must pay the Charges by bank transfer (using such payment details as are notified by TIF to the Customer from time to time).

15.4 If the Customer does not pay any amount properly due to TIF under the Agreement, TIF may:

(a) charge the Customer interest on the overdue amount at the rate of 8% per annum above the Bank of England base rate from time to time (which interest will accrue daily until the date of actual payment and be compounded at the end of each calendar month); or

(b) claim interest and statutory compensation from the Customer pursuant to the Late Payment of Commercial Debts (Interest) Act 1998.

15.5 TIF may suspend the provision of the Services if the Customer fails to provide a purchase order with respect to those Services or if any amount due to be paid by the Customer to TIF under the Agreement is overdue, and TIF has given to the Customer at least 14 days' written notice, following the amount becoming overdue, of its intention to suspend Services on this basis.

16. Confidentiality obligations

16.1 TIF must:

(a) keep the Customer Confidential Information strictly confidential;

(b) not disclose the Customer Confidential Information to any person without the Customer's prior written consent, and then only under conditions of confidentiality no less onerous than those contained in the Agreement; and

(c) use the same degree of care to protect the confidentiality of the Customer Confidential Information as TIF uses to protect TIF's own confidential information of a similar nature, being at least a reasonable degree of care.

16.2 The Customer must:

(a) keep TIF Confidential Information strictly confidential;

(b) not disclose TIF Confidential Information to any person without TIF's prior written consent, and then only under conditions of confidentiality no less onerous than those contained in the Agreement; and

(c) use the same degree of care to protect the confidentiality of TIF Confidential Information as the Customer uses to protect the Customer's own confidential information of a similar nature, being at least a reasonable degree of care.

16.3 Notwithstanding clauses 16.1 and 16.2, a party's Confidential Information may be disclosed by the other party to that other party's officers, employees, professional advisers, insurers, agents and subcontractors who have a need to access the Confidential Information that is disclosed for the performance of their work with respect to the Agreement and who are bound by a written agreement or professional obligation to protect the confidentiality of the Confidential Information that is disclosed.

16.4 No obligations are imposed by this clause 16 with respect to a party's Confidential Information if that Confidential Information:

(a) is known to the other party before disclosure under the Agreement and is not subject to any other obligation of confidentiality;

(b) is or becomes publicly known through no act or default of the other party; or

(c) is obtained by the other party from a third party in circumstances where the other party has no reason to believe that there has been a breach of an obligation of confidentiality.

16.5 The restrictions in this clause 16 do not apply to the extent that any Confidential Information is required to be disclosed by any law or regulation, by any judicial or governmental order or request, or pursuant to disclosure requirements relating to the listing of the stock of either party on any recognised stock exchange.

16.6 The provisions of this clause 16 shall continue in force indefinitely following the termination of the Agreement.

17. Publicity

17.1 TIF must not make any public disclosures relating to the Agreement or the subject matter of the Agreement (including disclosures in press releases, public announcements and marketing materials) without the prior written consent of the Customer, such consent not to be unreasonably withheld or delayed, and providing that TIF may make the following public disclosures without the consent of the Customer:

(a) identifying the Customer as a customer for its services on TIF's website; and

(b) issuing press releases and making other public statements identifying the Customer and providing brief details of the Services.

17.2 Nothing in this clause 17 shall be construed as limiting the obligations of the parties under clause 16.

18. Data protection

18.1 Each party shall comply with the Data Protection Laws with respect to the processing of the Customer Personal Data.

18.2 The Customer warrants to TIF that it has the legal right to disclose all Personal Data that it does in fact disclose to TIF under or in connection with the Agreement.

18.3 The Customer shall only supply to TIF, and TIF shall only process, in each case under or in relation to the Agreement:

(a) the Personal Data of Users (or such other categories as may be agreed by the parties in writing); and

(b) Personal Data of the following types: names, email addresses, IP addresses and User account information (or such other types as may be agreed by the parties in writing).

18.4 TIF shall only process the Customer Personal Data for the purposes of providing the Services and fulfilling its other obligations under the Agreement.

18.5 TIF shall only process the Customer Personal Data during the Term and for not more than 30 days following the end of the Term, subject to the other provisions of this clause 18.

18.6 TIF shall only process the Customer Personal Data on the documented instructions of the Customer (including with regard to transfers of the Customer Personal Data to a third country under the Data Protection Laws), as set out in the Agreement or any other document agreed by the parties in writing.

18.7 The Customer hereby authorises TIF to make the following transfers of Customer Personal Data:

(a) TIF may transfer the Customer Personal Data to its third party processors in the jurisdictions identified on the TIF website and may permit its third party processors to make such transfers, providing that such transfers must be protected by any appropriate safeguards identified therein; and

(b) TIF may transfer the Customer Personal Data to a country, a territory or sector to the extent that the competent data protection authorities have decided that the country, territory or sector ensures an adequate level of protection for Personal Data.

18.8 TIF shall promptly inform the Customer if, in the opinion of TIF, an instruction of the Customer relating to the processing of the Customer Personal Data infringes the Data Protection Laws.

18.9 Notwithstanding any other provision of the Agreement, TIF may process the Customer Personal Data if and to the extent that TIF is required to do so by applicable law. In such a case, TIF shall inform the Customer of the legal requirement before processing, unless that law prohibits such information on important grounds of public interest.

18.10 TIF shall ensure that persons authorised to process the Customer Personal Data have committed themselves to confidentiality or are under an appropriate statutory obligation of confidentiality.

18.11 TIF shall each implement appropriate technical and organisational measures to ensure an appropriate level of security for the Customer Personal Data.

18.12 TIF must not engage any third party to process the Customer Personal Data without the prior specific or general written authorisation of the Customer. In the case of a general written authorisation, TIF shall inform the Customer at least 14 days in advance of any intended changes concerning the addition or replacement of any third party processor, and if the Customer objects to any such changes before their implementation, then the Customer may terminate the Agreement on 7 days' written notice to TIF, providing that such notice must be given within the period of 7 days following the date that TIF informed the Customer of the intended changes. TIF shall ensure that each third party processor is subject to equivalent legal obligations as those imposed on TIF by this clause 18.

18.13 TIF is hereby generally authorised by the Customer to engage, as sub-processors with respect to Customer Personal Data:

(a) hosting services providers with respect to the Hosted Services; and

(b) third parties within the other categories identified on the TIF website.

18.14 TIF shall, insofar as possible and taking into account the nature of the processing, take appropriate technical and organisational measures to assist the Customer with the fulfilment of the Customer's obligation to respond to requests exercising a data subject's rights under the Data Protection Laws.

18.15 TIF shall assist the Customer in ensuring compliance with the obligations relating to the security of processing of personal data, the notification of personal data breaches to the supervisory authority, the communication of personal data breaches to the data subject, data protection impact assessments and prior consultation in relation to high-risk processing under the Data Protection Laws. TIF may charge the Customer at its standard time-based charging rates for any work performed by TIF at the request of the Customer pursuant to this clause 18.15.

18.16 TIF must notify the Customer of any Personal Data breach affecting the Customer Personal Data without undue delay and, in any case, not later than 72 hours after TIF becomes aware of the breach.

18.17 TIF shall make available to the Customer all information necessary to demonstrate the compliance of TIF with its obligations under this clause 18 and the Data Protection Laws. TIF may charge the Customer at its standard time-based charging rates for any work performed by TIF at the request of the Customer pursuant to this clause 18.17.

18.18 TIF shall, at the choice of the Customer, delete or return all of the Customer Personal Data to the Customer after the provision of services relating to the processing, and shall delete existing copies save to the extent that applicable law requires storage of the relevant Personal Data.

18.19 TIF shall allow for and contribute to audits, including inspections, conducted by the Customer or another auditor mandated by the Customer in respect of the compliance of TIF's processing of Customer Personal Data with the Data Protection Laws and this clause 18. TIF may charge the Customer at its standard time-based charging rates for any work performed by TIF at the request of the Customer pursuant to this clause 18.19, providing that no such charges shall be levied where the request to perform the work arises out of any breach by TIF of the Agreement or any security breach affecting the systems of TIF.

18.20 If any changes or prospective changes to the Data Protection Laws result or will result in one or both parties not complying with the Data Protection Laws in relation to processing of Personal Data carried out under the Agreement, then the parties shall use their best endeavours promptly to agree such variations to the Agreement as may be necessary to remedy such non-compliance.

19. General warranties

19.1 TIF warrants to the Customer that:

(a) TIF has the legal right and authority to enter into the Agreement and to perform its obligations under the Agreement;

(b) TIF will comply with all applicable legal and regulatory requirements applying to the exercise of TIF's rights and the fulfilment of TIF's obligations under the Agreement; and

(c) TIF has or has access to all necessary know-how, expertise and experience to perform its obligations under the Agreement.

19.2 The Customer warrants to TIF that it has the legal right and authority to enter into the Agreement and to perform its obligations under the Agreement.

19.3 All of the parties' warranties and representations in respect of the subject matter of the Agreement are expressly set out in the Agreement. To the maximum extent permitted by applicable law, no other warranties or representations concerning the subject matter of the Agreement will be implied into the Agreement or any related contract.

20. Acknowledgements and warranty limitations

20.1 The Customer acknowledges that complex software is never wholly free from defects, errors and bugs; and subject to the other provisions of the Agreement, TIF gives no warranty or representation that the App or the Hosted Services will be wholly free from defects, errors and bugs.

20.2 The Customer acknowledges that complex software is never entirely free from security vulnerabilities; and subject to the other provisions of the Agreement, TIF gives no warranty or representation that the App or the Hosted Services will be entirely secure.

20.3 The Customer acknowledges that the App and Hosted Services are designed to be compatible only with that software and those systems specified as compatible in the Specification; and TIF does not warrant or represent that the App or the Hosted Services will be compatible with any other software or systems.

20.4 The Customer acknowledges that it is the responsibility of the Customer, and not the responsibility of TIF, to ensure that information provided through the App and Hosted Services to end users is up-to-date, accurate and reasonably complete.

20.5 TIF may from time to time provide template legal documents to the Customer for use in connection with the Hosted Services and App. These template legal documents must be adapted by the Customer to ensure that the Customer complies with applicable law and manages legal risk in an appropriate manner. The Customer should take specialist legal advice in relation to the adaptation and use of such template legal documents. The Customer acknowledges that TIF will not provide any legal or regulatory advice under the Agreement or in relation to the App or the Hosted Services; and, except to the extent expressly provided otherwise in the Agreement, TIF does not warrant or represent that the App or the Hosted Services or the use of the App or Hosted Services by the Customer will not give rise to any legal liability on the part of the Customer or any other person.

21. Indemnities

21.1 TIF shall indemnify and shall keep indemnified the Customer against any and all liabilities, damages, losses, costs and expenses (including legal expenses and amounts reasonably paid in settlement of legal claims) suffered or incurred by the Customer and arising directly or indirectly as a result of any claim made by a third party that the Hosted Services and/or the App infringe the Intellectual Property Rights of a third party (a "**TIF Indemnity Event**").

21.2 The Customer must:

(a) upon becoming aware of an actual or potential TIF Indemnity Event, notify TIF;

(b) provide to TIF all such assistance as may be reasonably requested by TIF in relation to TIF Indemnity Event;

(c) allow TIF the exclusive conduct of all disputes, proceedings, negotiations and settlements with third parties relating to TIF Indemnity Event; and

(d) not admit liability to any third party in connection with TIF Indemnity Event or settle any disputes or proceedings involving a third party and relating to TIF Indemnity Event without the prior written consent of TIF,

without prejudice to TIF's obligations under clause 21.1.

21.3 The Customer shall indemnify and shall keep indemnified TIF against any and all liabilities, damages, losses, costs and expenses (including legal expenses and amounts reasonably paid in settlement of legal claims) suffered or incurred by TIF and arising directly or indirectly as a result of any claim made by a third party that the Customer Data:

(a) infringes the Intellectual Property Rights of a third party; or

(b) is defective, incomplete, inaccurate or misleading,

(a "**Customer Indemnity Event**").

21.4 TIF must:

(a) upon becoming aware of an actual or potential Customer Indemnity Event, notify the Customer;

(b) provide to the Customer all such assistance as may be reasonably requested by the Customer in relation to the Customer Indemnity Event;

(c) allow the Customer the exclusive conduct of all disputes, proceedings, negotiations and settlements with third parties relating to the Customer Indemnity Event; and

(d) not admit liability to any third party in connection with the Customer Indemnity Event or settle any disputes or proceedings involving a third party and relating to the Customer Indemnity Event without the prior written consent of the Customer,

without prejudice to the Customer's obligations under clause 21.3.

21.5 The indemnity protection set out in this clause 21 shall not be subject to the limitations and exclusions of liability set out in the Agreement, except the clause 22.8 shall apply.

22. Limitations and exclusions of liability

22.1 Nothing in the Agreement will:

(a) limit or exclude any liability for death or personal injury resulting from negligence;

(b) limit or exclude any liability for fraud or fraudulent misrepresentation;

(c) limit any liabilities in any way that is not permitted under applicable law; or

(d) exclude any liabilities that may not be excluded under applicable law.

22.2 The limitations and exclusions of liability set out in this clause 22 and elsewhere in the Agreement:

(a) are subject to clause 22.1; and

(b) govern all liabilities arising under the Agreement or relating to the subject matter of the Agreement (which subject matter includes the Services and the App), including liabilities arising in contract, in tort (including negligence) and for breach of statutory duty, except to the extent expressly provided otherwise in the Agreement.

22.3 Neither party shall be liable to the other party in respect of any losses arising out of a Force Majeure Event.

22.4 TIF shall not be liable to the Customer in respect of any loss of anticipated savings.

22.5 TIF shall not be liable to the Customer in respect of any loss or corruption of any data, database or software; providing that this clause 22.5 does not apply to any liability of TIF for a breach of Clause 8.3, 16 or 18.

22.6 TIF shall not be liable to the Customer in respect of any special, indirect or consequential loss or damage.

22.7 The liability of TIF to the Customer under the Agreement in respect of any event or series of related events shall not exceed the greater of:

(a) GBP 10,000; and

(b) the total amount paid and payable by the Customer to TIF under the Agreement in the 12-month period preceding the commencement of the event or events,

providing that this Clause 22.7 shall not apply to any liability of TIF under Clause 16, 18 or 21.

22.8 The aggregate liability of TIF to the Customer under the Agreement shall not exceed GBP 100,000.

23. Force Majeure Event

23.1 If a Force Majeure Event gives rise to a failure or delay in either party performing any obligation under the Agreement (other than any obligation to make a payment), that obligation will be suspended for the duration of the Force Majeure Event.

23.2 A party that becomes aware of a Force Majeure Event which gives rise to, or which is likely to give rise to, any failure or delay in that party performing any obligation under the Agreement, must:

(a) promptly notify the other; and

(b) inform the other of the period for which it is estimated that such failure or delay will continue.

23.3 A party whose performance of its obligations under the Agreement is affected by a Force Majeure Event must take reasonable steps to mitigate the effects of the Force Majeure Event.

24. Termination

24.1 Either party may terminate the Agreement immediately by giving written notice of termination to the other party if:

(a) the other party commits any material breach of the Agreement, and the breach is not remediable; or

(b) the other party commits a material breach of the Agreement, and the breach is remediable, but the other party fails to remedy the breach within the period of 30 days following the giving of a written notice to the other party requiring the breach to be remedied.

24.2 Subject to applicable law, either party may terminate the Agreement immediately by giving written notice of termination to the other party if:

(a) the other party is dissolved, ceases to conduct all (or substantially all) of its business or functions, is or becomes unable to pay its debts as they fall due, is or becomes insolvent or is declared insolvent, or convenes a meeting or makes or proposes to make any arrangement or composition with its creditors;

(b) an administrator, administrative receiver, liquidator, receiver, trustee, manager or similar is appointed over any of the assets of the other party; or

(c) an order is made for the winding up of the other party, or the other party passes a resolution for its winding up.

24.3 TIF may terminate the Agreement immediately by giving written notice to the Customer if:

(a) any amount due to be paid by the Customer to TIF under the Agreement is unpaid by the due date and remains unpaid upon the date that that written notice of termination is given; and

(b) TIF has given to the Customer at least 7 days' written notice, following the failure to pay, of its intention to terminate the Agreement in accordance with this clause 24.3.

24.4 The Agreement may only be terminated in accordance with its express provisions.

25. Effects of termination

25.1 Upon the termination of the Agreement, all of the provisions of the Agreement shall cease to have effect, save that the following provisions of the Agreement shall survive and continue to have effect (in accordance with their express terms or otherwise indefinitely): clauses 1, 4.11, 7.3, 9.6, 15, 16, 17, 18, 20, 21, 22, 25, 26, 27, 28, 30 and 31.

25.2 Except to the extent expressly provided otherwise in the Agreement, the termination of the Agreement shall not affect the accrued rights of either party.

26. Non-solicitation of personnel

26.1 The Customer must not, without the prior written consent of TIF, either during the Term or within the period of 6 months following the end of the Term, engage, employ or solicit for engagement or employment any employee or subcontractor of TIF who has been involved in any way in the negotiation or performance of the Agreement.

27. Freedom of information

27.1 TIF shall cooperate with the Customer as required (including assistance in retrieving information held) to enable the Customer to comply with its duties under the FOIA.

27.2 The Customer shall not be in breach of its confidentiality obligations in clause 16 if it makes disclosures of information in accordance with the requirements of the FOIA, providing that the Customer must limit such disclosures to the extent permissible under the FOIA.

27.3 If TIF receives a request for information under FOIA relating to the Customer Data or any other information provided by the Customer to TIF, TIF shall not deal with it but shall pass it to the Customer that shall respond and deal with it, unless otherwise agreed in writing by the Customer.

28. Anti-corruption

28.1 Each party warrants and undertakes to the other that it has complied and will continue to comply with the Anti-Corruption Laws in relation to the Agreement.

28.2 Save to the extent that applicable law requires otherwise, each party must promptly notify the other if it becomes aware of any events or circumstances relating to the Agreement that will or may constitute a breach of the Anti-Corruption Laws (irrespective of the identity of the person in breach).

28.3 TIF shall use all reasonable endeavours to ensure that all persons that:

(a) provide services to TIF (including employees, agents and subsidiaries of TIF); and

(b) engage in the performance of the obligations of TIF under the Agreement,

will comply with the Anti-Corruption Laws.

28.4 Each party shall create and maintain proper books and records of all payments and other material benefits given by one party to the other, and each party shall promptly following receipt of a written request from the other party supply copies of the relevant parts of those books and records to the other party.

28.5 TIF warrants that it has in place its own policies and procedures designed to ensure the compliance of TIF with the Anti-Corruption Laws; and TIF undertakes to:

(a) acting reasonably, maintain and enforce those policies and procedures during the Term;

(b) promptly following receipt of a written request for the same from the Customer, provide copies of the documentation embodying those policies and procedures to the Customer.

28.6 Each party shall provide reasonable co-operation to the other party, at its own expense, in relation to any due diligence exercises, risk assessments, monitoring programmes and reviews conducted by the other party for the purpose of ensuring or promoting compliance with the Anti-Corruption Laws.

28.7 Nothing in the Agreement shall prevent either party from reporting a breach of the Anti-Corruption Laws to the relevant governmental authorities.

28.8 Any breach of this clause 28 shall be deemed to constitute a material breach of the Agreement.

29. Notices

29.1 Any notice given under the Agreement must be in writing, whether or not described as "written notice" in the Agreement.

29.2 Any notice given by one party to the other party under the Agreement must be:

(a) sent by courier;

(b) sent by recorded signed-for post; or

(c) sent by email,

using the relevant contact details set out in the Initial Statement of Work.

29.3 The addressee and contact details set out in the Initial Statement of Work may be updated from time to time by a party giving written notice of the update to the other party in accordance with this clause 29.

29.4 A party receiving from the other party a notice by email must acknowledge receipt by email promptly, and in any event within 2 Business Days following receipt of the notice.

29.5 A notice will be deemed to have been received at the relevant time set out below or, where such time is not within Business Hours, when Business Hours next begin after the relevant time set out below:

(a) in the case of notices sent by courier, upon delivery;

(b) in the case of notices sent by post, 48 hours after posting; and

(c) in the case of notices sent by email, at the time of the sending of the email (providing that the sending party retains written evidence that the email has been sent).

30. General

30.1 Subject to any express restrictions elsewhere in the Agreement, TIF may subcontract any of its obligations under the Agreement. TIF shall remain responsible to the Customer for the performance of any subcontracted obligations.

30.2 The Customer hereby agrees that TIF may assign, transfer or otherwise deal with TIF's contractual rights and obligations under the Agreement. Save to the extent expressly permitted by applicable law, the Customer must not assign, transfer or otherwise deal with the Customer's contractual rights and/or obligations under the Agreement without the prior written consent of TIF, such consent not to be unreasonably withheld or delayed.

30.3 No breach of any provision of the Agreement will be waived except with the express written consent of the party not in breach. No waiver of any breach of any provision of the Agreement shall be construed as a further or continuing waiver of any other breach of that provision or any breach of any other provision of the Agreement.

30.4 If a provision of the Agreement is determined by any court or other competent authority to be unlawful and/or unenforceable, the other provisions will continue in effect. If any

unlawful and/or unenforceable provision of the Agreement would be lawful or enforceable if part of it were deleted, that part will be deemed to be deleted, and the rest of the provision will continue in effect.

30.5 The Agreement is for the benefit of the parties and is not intended to benefit or be enforceable by any third party. The exercise of the parties' rights under the Agreement is not subject to the consent of any third party.

30.6 The Agreement may not be varied except by means of a written document signed by or on behalf of each party.

30.7 These terms and conditions and the Statements of Work shall constitute the entire agreement between the parties in relation to the subject matter of the Agreement, and shall supersede all previous agreements, arrangements and understandings between the parties in respect of that subject matter. Neither party will have any remedy in respect of any misrepresentation (whether written or oral) made to it upon which it relied in entering into the Agreement. For the avoidance of doubt, this clause 30.7 is subject to clause 22.1.

30.8 The Agreement shall be governed by and construed in accordance with English law. Any disputes relating to the Agreement shall be subject to the exclusive jurisdiction of the courts of England.

31. Interpretation

31.1 In the Agreement, a reference to a statute or statutory provision includes a reference to:

(a) that statute or statutory provision as modified, consolidated and/or re-enacted from time to time; and

(b) any subordinate legislation made under that statute or statutory provision.

31.2 The clause headings do not affect the interpretation of the Agreement.

31.3 In the Agreement, general words shall not be given a restrictive interpretation by reason of being preceded or followed by words indicating a particular class of acts, matters or things.

SCHEDULE 1 (ACCEPTABLE USE POLICY)

1. Introduction

1.1 This acceptable use policy (the "**Policy**") sets out the rules governing:

(a) the use of our services and apps (the "**Services**"); and

(b) the transmission, storage and processing of content by you, or by any person on your behalf, using the Services ("**Content**").

1.2 References in this Policy to "you" are to any customer for the Services and any individual user of the Services (and "your" should be construed accordingly); and references in this Policy to "us" are to This Is Focus Ltd (and "we" and "our" should be construed accordingly).

1.3 By using the Services, you agree to the rules set out in this Policy.

1.4 We will ask for your express agreement to the terms of this Policy before you upload or submit any Content or otherwise use the Services.

1.5 You must be at least 18 years of age to use the Services; and by using the Services, you warrant and represent to us that you are at least 18 years of age.

2. General usage rules

2.1 You must not use the Services in any way that causes, or may cause, damage to the Services or impairment of the availability or accessibility of the Services.

2.2 You must not use the Services:

(a) in any way that is unlawful, illegal, fraudulent, deceptive or harmful; or

(b) in connection with any unlawful, illegal, fraudulent, deceptive or harmful purpose or activity.

2.3 You must ensure that all Content complies with the provisions of this Policy.

3. Unlawful Content

3.1 Content must not be illegal or unlawful, must not infringe any person's legal rights, and must not be capable of giving rise to legal action against any person (in each case in any jurisdiction and under any applicable law).

3.2 Content, and the use of Content by us in any manner licensed or otherwise authorised by you, must not:

(a) be libellous or maliciously false;

(b) be obscene or indecent;

(c) infringe any copyright, moral right, database right, trade mark right, design right, right in passing off, or other intellectual property right;

(d) infringe any right of confidence, right of privacy or right under data protection legislation;

(e) constitute negligent advice or contain any negligent statement;

(f) constitute an incitement to commit a crime, instructions for the commission of a crime or the promotion of criminal activity;

(g) be in contempt of any court, or in breach of any court order;

(h) constitute a breach of racial or religious hatred or discrimination legislation;

(i) constitute a breach of official secrets legislation; or

(j) constitute a breach of any contractual obligation owed to any person.

3.3 You must ensure that Content is not and has never been the subject of any threatened or actual legal proceedings or other similar complaint.

4. Harmful Content

4.1 Content must not depict violence in an explicit, graphic or gratuitous manner.

4.2 Content must not be pornographic or sexually explicit.

4.3 Content must not encourage, promote, glorify or endorse terrorism, violence, suicide, self-harm, drug misuse or any criminal activity.

5. Monitoring

5.1 You acknowledge that we do not actively monitor the Content or the use of the Services.

6. Hyperlinks

6.1 You must not link to any material using or by means of the Services that would, if it were made available through the Services, breach the provisions of this Policy.

7. Harmful software

7.1 The Content must not contain or consist of, and you must not promote, distribute or execute by means of the Services, any viruses, worms, spyware, adware or other harmful or malicious software, programs, routines, applications or technologies.

7.2 The Content must not contain or consist of, and you must not promote, distribute or execute by means of the Services, any software, programs, routines, applications or technologies that will or may have a material negative effect upon the performance of a computer or introduce material security risks to a computer.

SCHEDULE 2 (SERVICES STATEMENT)

1. Introduction

1.1 This Services Statement sets out the technical commitments of TIF in relation to:

(a) the hosting infrastructure for the Platform;

(b) back-ups of Customer Data;

(c) the availability of the Hosted Services; and

(d) the Technical Support Services.

2. Hosting infrastructure for the Platform

2.1 The Platform shall be:

(a) hosted in a data centre certified to ISO 27001:2013 for information security; and

(b) based on multiple load-balanced cloud servers.

2.2 Subject to the foregoing, and to TIF's data protection obligations under the Agreement, TIF reserves the right to replace its hosting services providers from time to time.

2.3 The Customer acknowledges that in the event that the Customer's use of the hosting resources for the Platform is in the opinion of TIF excessive or impacts the performance of the Hosted Services, then the parties shall meet to discuss and agree (acting reasonably) changes to the hosting infrastructure and corresponding changes to the Charges (without prejudice to TIF's rights under the main body of the Agreement).

3. Back-ups

3.1 TIF shall create back-up copies of the Customer Data and will, at the Customer's request, endeavour to restore such Customer Data to the Platform, in accordance with TIF's back-up policy in the form supplied by TIF to the Customer from time to time.

4. Availability of the Hosted Services

4.1 In this Services Statement, "uptime" means the percentage of time during a given period when the Hosted Services are available at the gateway between the public internet and the network of the hosting infrastructure provider for the Hosted Services.

4.2 TIF shall use reasonable endeavours to ensure that the uptime for the Hosted Services is at least 99.9% during each calendar month, subject to the other provisions of this Services Statement.

4.3 TIF may measure uptime using any reasonable methodology.

4.4 If TIF does not meet the uptime guarantee given in this Services Statement, the Customer will be entitled to service credits in accordance with the following table.

Uptime during calendar month	**Service credits***
99.9% or more	No service credits

More than 99.0% but less than 99.9%	10%
99.0% or less	20%

*The specified percentage shall be applied to the Charges payable by the Customer to TIF with respect to Hosted Services and Technical Support Services during the relevant calendar month.

4.5 TIF shall deduct an amount equal to the service credits due to the Customer under this Services Statement from amounts invoiced in respect of the Charges for the Hosted Services and Technical Support Services. All remaining service credits shall be deducted from each invoice issued following the reporting of the relevant failure to meet the uptime commitment, until such time as the service credits are exhausted. Service credits shall be the sole remedy of the Customer in relation to any failure by TIF to meet the uptime guarantee, except where the failure amounts to a material breach of the Agreement. Upon the termination of the Agreement, the Customer's entitlement to service credits shall immediately cease, save that service credits earned by the Customer shall be offset against any amounts invoiced by TIF in respect of Hosted Services and Technical Support Services following such termination.

4.6 TIF may from time to time suspend the Hosted Services for the purposes of scheduled maintenance to the Platform, whether performed by TIF or TIF's hosting infrastructure services provider. TIF shall, where practicable, give to the Customer at least 5 Business Days' prior written notice of scheduled maintenance that will, or is likely to, affect the availability of the Hosted Services or have a material negative impact upon the Hosted Services. TIF shall ensure that all scheduled maintenance by TIF is conducted outside Business Hours.

4.7 Downtime caused directly or indirectly by any of the following shall not be considered when calculating whether TIF has met the uptime guarantee given in above:

(a) a Force Majeure Event;

(b) a fault or failure of the internet or any public telecommunications network;

(c) a fault or failure of TIF's hosting infrastructure services provider, internet services provider, telecommunications provider or other utility provider, unless such fault or failure constitutes an actionable breach of the contract between TIF and the relevant provider;

(d) a fault or failure of the Customer's computer systems or networks;

(e) any breach by the Customer of the Agreement; or

(f) scheduled maintenance conducted in accordance with this Services Statement.

5. Technical Support Services

5.1 TIF shall make available to the Customer a helpdesk and the Customer may use the helpdesk for the purposes of requesting and, where applicable, receiving the Technical Support Services; and the Customer must not use the helpdesk for any other purpose.

5.2 TIF shall ensure that the helpdesk is accessible by telephone and email.

5.3 Technical Support Services shall be supplied by TIF during Business Hours. For the avoidance of doubt, Technical Support Services will not be provided at any other time.

5.4 Issues raised through the Technical Support Services shall be prioritised by TIF based on the seriousness of the impact of the issues upon the Customer. For instance, issues that prevent the Hosted Services from operating at all (the Hosted Services being unresponsive or experiencing unexpected downtime and pages that bring up 500, 403 or 404 error messages and / or server errors) will be treated as high priority.

5.5 TIF shall use reasonable endeavours promptly to respond to requests for Technical Support Services and to resolve issues raised through the Technical Support Services. The time to fix the issue may depend on the nature of the issue and whether it is beyond TIF's control, in addition to the priority level.

5.6 TIF will keep the Customer reasonably informed as to the status of each ongoing issue raised through the Technical Support Services (including where practicable providing information about anticipated fix times).

5.7 Issues raised through the Technical Support Services that have a substantial negative effect upon the Hosted Services and are not resolved within 5 Business Days may be escalated by the Customer to TIF's senior management team.

5.8 The Technical Support Services shall be provided remotely, save to the extent that the parties agree otherwise in writing.

5.9 The Customer acknowledges that aspects of the Technical Support Services may be provided by third parties (including server and operational support provided by TIF's hosting partners).

6. Review

6.1 The parties shall meet, either in person or remotely, to review the scope of the Services and this Services Statement on an annual basis during the Term.