



Master Services Agreement

between

Inoapps Limited

and

[insert Customer Name]

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MASTER SERVICES AGREEMENT

This MASTER SERVICES AGREEMENT (the “**Agreement**”) is entered into on [insert agreed date, or the date of signature] (the “**Effective Date**”) between:

INOAPPS LIMITED, a company incorporated under the laws of Scotland with registered number SC280651 and having its registered office at 6 Queen’s Road, Aberdeen, AB15 4ZT (“**Inoapps**”); and

[LEGAL NAME OF CUSTOMER], a company incorporated under the laws of [INSERT JURISDICTION OF INCORPORATION OF THE CUSTOMER] with offices at [INSERT ADDRESS OF CUSTOMER] (“**Customer**”),

(each a “**Party**” and collectively, the “**Parties**”)

In consideration of the Customer agreeing to pay to Inoapps the Charges in accordance with this Agreement, Inoapps agrees to provide to the Customer the Services and/or Software Programs set out in a Work Order upon the general terms and conditions of this Agreement.

1 DEFINITIONS AND INTERPRETATION

1.1 In this Agreement, unless the context otherwise requires, capitalised terms shall have the following meaning:

“**Acceptance**” means acceptance of a Service or a Deliverable as being provided in conformity with the terms of this Agreement and the applicable Work Order, subject to the procedures outlined in Clause 10 of this Agreement.

“**Acceptance Certificate**” means Inoapps standard form of Acceptance of Deliverables certificate, a copy of which will be attached to the applicable Work Order.

“**Acceptance Criteria**” means those tests which the applicable Services and/or Deliverables are required to pass to achieve Acceptance according to Clause 10.1, as set out in a Work Order, in the applicable Project Documentation or as otherwise agreed in writing between the Parties.

“**Applicable Laws**” means all laws, legislation, regulations and codes of practice that are in force from time to time and are relevant to the business of Inoapps and/or the Services.

“**Authorised Signatories**” means those people from time to time authorised to sign this Agreement, Work Orders and any Change Control Notice.

“**Background Intellectual Property Rights**” has the meaning given to that term in Clause 8.2.

“**Bespoke Software**” shall mean software identified as Bespoke Software in a Statement of Work which is developed by Inoapps in the performance of Inoapps’ obligations under the applicable Statement of Work which shall contain the Customer’s data and shall contain specific code that the Customer and Inoapps agree gives the Customer a competitive advantage.

“Change” shall have the meaning given to that term in 11.1.

“Change Control Notice” mean Inoapps standard form of change control notice attached as Appendix A to this Agreement.

“Change Control Procedures” means the procedures set out in 11.

“Charges” shall mean fees and expenses payable by the Customer to Inoapps pursuant to a Work Order in accordance with the terms of this Agreement as set out in the applicable Work Order.

“Confidential Information” means all information obtained by one Party from the other or its representative in connection with the discussions leading up to or in the performance of this Agreement in whatever format or media obtained (and whether verbal or written) which is marked or notified to the recipient as being confidential, or which in the normal course of business would be considered to be of a confidential nature, including but not limited to, trade secrets, customer and vendor lists, business plans, methods, processes, marketing plans and materials, strategic initiatives, projections, costs, financial information, price sensitive information, reimbursements, litigation, contracts, information technology, software and all other information or data which a reasonable person would consider to be proprietary and confidential.

“Consulting Day” shall mean a core working day of 8 hours from 9.00am to 5.00pm with an hour break for lunch, Monday to Friday, excluding public holidays.

“Customer Caused Event” has the meaning given to that term in Clause 3.3.

“Customer Responsibilities” means the obligations and responsibilities of the Customer in relation to the Services as set out in this Agreement (including but not limited to Clause 3) and the applicable Work Order and related Project Documentation.

“Data Protection Laws” has the meaning given to that term in 14.1.

“Deliverable(s)” shall mean any document, Software Program, and other materials to be provided by Inoapps in the course of performance of the Work Order which has been clearly designated as a Deliverable in a Work Order.

“Dispute” includes any dispute, difference or question of interpretation arising out of this Agreement, any Work Order and the Services, including any failure to agree in accordance with the Change Control Procedure.

“Dispute Resolution Procedure” means the procedure described in Clause 12.

“Expenses” means reasonable expenses for accommodation, travel and subsistence and other out of pocket expenses incurred whilst performing the Services.

“Go Live” of a Deliverable shall be defined as use of such Deliverable by one or more business or technical users in the live production environment unless otherwise described in a Work Order.

“Good Industry Practice” means in relation to any undertaking and any circumstances, the exercise of that degree of professionalism, skill, diligence, prudence and foresight which would reasonably and ordinarily be expected from a skilled and experienced person or company engaged in the same type of activity under the same or similar circumstances.

“Holding Company” and **“Subsidiary”** shall have the meanings ascribed to those terms in section 1159 of the Companies Act 2006 (as amended).

“Implementation Milestone” means a milestone specified in a Statement of Work for the provision of Implementation Services.

“Implementation Services” means the configuration, programming and integration of Oracle products and services and/or Software Programs as set out in a Statement of Work.

“Initial Period” means the minimum period calculated from the Service Commencement Date that the Customer has committed to receive and pay for recurring Services, as specified in a Work Order, and if no such period is specified, a period of sixty (60) months.

“Inoapps Associated Company” means any Holding Company from time to time of Inoapps or any Subsidiary from time to time of Inoapps or of such Holding Company.

“Inoapps IPR” has the meaning given to that term in Clause 8.3.

“Inoapps Personnel” the employees, independent contractors, contractors, sub-contractors and workers engaged by Inoapps in the provision of the Services.

“Inoapps Software” means software developed and supplied by Inoapps which is not Bespoke Software or Third Party Software.

“Intellectual Property Rights (“IPR”) means any and all intellectual property rights of any nature anywhere in the world whether registered, registerable or otherwise, including patents, utility models, trademarks, registered designs and domain names, applications for the performance of the service any of the foregoing, trade or business names, goodwill, copyright and rights in the nature of copyright, design rights, rights in databases, moral rights, know-how and any other intellectual property rights which subsist in computer software, computer programs, websites, documents, information, techniques, business methods, drawings, logos, instruction manuals, lists and procedures and particulars of customers, marketing methods and procedures and advertising literature, including the "look and feel" of any websites.

“Key Personnel” means those individuals specified in a Work Order as being specifically named in a role and identified as being key to that role for the duration of the Services.

“Managed Service” means the maintenance and support of the Customer’s system and environments in accordance with a Statement of Work.

“Managed Service Statement of Work” means a Statement of Work which details the Managed Service to be provided by Inoapps to the Customer.

“Material(s)” shall mean any design, specifications, instruction, software, data or other like documents supplied by either Party to this Agreement to the other for the performance of the Service.

“Oracle Cloud Services” means cloud services to be procured from Oracle.

“Order Form” shall mean the document pursuant to which the Customer orders Software Programs, incorporating the terms of this Agreement or Third Party Supplier terms (as applicable), and may take the form of a Statement of Work.

“Payment Milestone” means a payment due from the Customer on the achievement by Inoapps of a Deliverable listed within the Work Order.

“Project Documentation” means the project documentation referred to in the applicable Statement of Work, which may include an implementation plan, RACI and strategy documents. For the avoidance of doubt, amendments to the Project Documentation may be agreed between the Parties from time to time without reference to the Change Control Procedure.

“Project Manager(s)” means the named resource provided by each Party that controls the Deliverables, resource and timelines for that Party.

“Project Plan” shall mean the document detailing the timing and the level of resource required by the Parties to perform the Services and create the Deliverables described in the Work Order.

“Schedule” means the Schedule(s) to this Agreement.

“Service(s)” means the services, products or Software Programs referred to in the Work Orders to be provided by Inoapps to the Customer pursuant to this Agreement and the term "Service" shall include any one of such Services.

“Service Commencement Date” means the date upon which Inoapps commences providing the applicable Service pursuant to a Work Order.

“Service Credit” means a service credit due to the Customer for a failure to achieve a Service Level pursuant to a Managed Services Statement of Work.

“Service Failure” means an application or technology failure to the supported environments as set out in a Managed Service Statement of Work.

“Service Level Agreement” means the service level terms set out in a Managed Service Statement of Work.

“Service Levels” means any service levels for the provision of a Service as defined in the Work Order.

“Software Programs” means the Bespoke Software, the Inoapps Software and the Third Party Software.

“Software Services Agreement” means the terms of Schedule 3 pursuant to which Inoapps shall supply the Inoapps Software and potentially Third Party Software to the Customer.

“Statement of Work” means a document specifying the Services, Deliverables, Charges, Payment Milestones, payment terms, and the Parties’ responsibilities in Inoapps’ standard form and a Statement of Work will be provided as a separate document, but shall be subject to the terms of this Agreement.

“Third Party” means a party who is not a Party to this Agreement.

“Third Party Software” shall mean software provided as part of the overall transaction that is purchased from a Third Party, whether directly by the Customer or otherwise supplied by the Customer, or is supplied by Inoapps as a distributor for a Third Party and is used to perform the Services.

“Third Party Supplier” means a Third Party whose products and/or services are ordered by the Customer via Inoapps.

“Third Party Terms” has the meaning given to that term in 9.2.

“Transitional Assistance” means the services to be provided by Inoapps relating to the termination or expiry of Services and the transition thereto to an alternative service provider or to the Customer as agreed between the Parties.

“UK Retail Prices Index” means the most recent Retail Prices Index (All Items) (RPI) as published by the Office of National Statistics on their website (www.ons.gov.uk).

“Work Order” means a Statement of Work or an Order Form as applicable.

1.2 In this Agreement:

- 1.2.1 words importing any gender include any other gender;
- 1.2.2 the words “includes” and “including” are not used by way of limitation;
- 1.2.3 any reference to the Parties includes a reference to their respective personal representatives, heirs, successors in title and permitted assignees;
- 1.2.4 any reference to a person includes any body corporate, unincorporated association, partnership or any other legal entity;
- 1.2.5 words importing the singular number include the plural and vice versa;
- 1.2.6 all agreements and obligations on the part of any of the Parties to the Agreement which comprise more than one person or entity shall be joint and several; and

- 1.2.7 the headings in this Agreement are for convenience only and shall not affect its interpretation.
- 1.3 In the event of any conflict or inconsistency between the provisions of any of the constituent parts of this Agreement and any other document referred to herein, the provisions of such constituent parts shall be construed in the following order of precedence, to the extent of such conflict or inconsistency:
- 1.3.1 in relation to Oracle Cloud Services, Schedule 1 and the Oracle terms specified in the Work Order;
 - 1.3.2 in relation to Third Party Services, the Third Party Terms specified in the Work Order;
 - 1.3.3 the Software Services Agreement to the extent the Services relate to the provision of Software Programs by Inoapps to the Customer (unless otherwise agreed);
 - 1.3.4 this Agreement;
 - 1.3.5 any Work Order (as applicable).

2 SERVICES

Inoapps will provide to Customer, and Customer shall pay for, the Services in accordance with the terms of this Agreement and as set out in each Work Order.

- 2.1 The Customer shall sign the Work Order, however in the event they do not, (i) the issuance of a purchase order, or (ii) commencement of the Services in agreement with the Customer shall be deemed acceptance of the terms of the applicable Work Order.
- 2.2 The Customer may request and Inoapps may recommend changes to an applicable Work Order and such changes will be governed by the terms of 11.
- 2.3 Notwithstanding the foregoing, (i) Inoapps may make changes to any Services or Work Order which is required to conform to changes to any applicable law, regulation or safety requirement or which do not materially affect their quality or performance, and (ii) Third Party Suppliers may change their terms and conditions at any time. Such changes will not be governed by the terms of 11, provided Inoapps shall give the Customer at least thirty (30) days' notice of any such changes.
- 2.4 Inoapps is an independent contractor of the Customer and nothing in this Agreement is intended to create an employer/employee relationship. Unless otherwise agreed in a Work Order, Inoapps alone shall be responsible for the supervision, direction, control, wages, taxes, national insurance and benefits (and equivalent in any relevant jurisdiction) of the Inoapps Personnel and the Parties acknowledge and agree that the Customer shall not exercise control or direction over the manner or method by which Inoapps performs the Services.
- 2.5 Inoapps shall use reasonable skill, care and diligence when providing the Services in accordance with Good Industry Practice and its own established internal procedures, and in compliance with all Applicable Laws.

- 2.6 Inoapps shall use reasonable endeavours to ensure that all Inoapps Personnel shall:
- 2.6.1 where Services are performed at Customer premises, comply with all applicable health, safety, security and other office procedures and regulations of the Customer, provided (i) the same are notified to Inoapps by the Customer prior to the Service Commencement Date, and (ii) the Customer provides Inoapps personnel with any Customer specific training and any equipment to comply at the cost of the Customer;
 - 2.6.2 be appropriately qualified and experienced to undertake their tasks; and
 - 2.6.3 comply at all times with the obligations of confidentiality set out in this Agreement.
- 2.7 For UK based Inoapps Personnel, Inoapps shall:
- 2.7.1 only use personnel in the provision of the Services who are either:
 - (a) direct employees of Inoapps or of its approved subcontractors, and who are paid by Inoapps or by its approved subcontractors through its payroll in the normal course under deduction of all applicable income tax under PAYE, and Class 1 National Insurance Contributions; or
 - (b) self-employed contractors whose services do not fall within the IR35 regulations (and Inoapps hereby indemnifies the Customer in respect of all liabilities, costs, expenses, damages and losses suffered or incurred by, awarded against or agreed to be paid by, the Customer arising from or in connection with any breach of this Clause 2.7.1(b) or claim that such self-employed contractors do fall within the IR35 regulations), andby advance written notice to the Customer set out any proposed changes to personnel which mean such personnel will not (or potentially will not) fall within the categories described in (a) and (b) above for prior written approval of the Customer; and
 - 2.7.2 Ensure that all sums payable to direct employees referred to in Clause 2.7.1(a) are made under deduction of all applicable income tax under PAYE, and Class 1 National Insurance Contributions, and further it shall ensure that all such applicable income tax under PAYE and Class 1 National Insurance Contributions are paid to HM Revenue and Customs.
- 2.8 Inoapps shall use its reasonable efforts to complete the work by any anticipated date of completion, provided that the Customer acknowledges that:
- 2.8.1 any completion dates specified in a Work Order are indicative only and subject to change throughout the course of the Services and are not a contractual commitment by Inoapps that the Services will be complete by that date;
 - 2.8.2 completion by Inoapps of its obligations pursuant to a Work Order is conditional upon completion by the Customer of the Customer Responsibilities;

- 2.8.3 where the Services relate to Implementation Services, it is a joint collaboration between the Customer and Inoapps and the Customer retains overall responsibility for the Project Plan and the overall completion of the Implementation Services; and
- 2.8.4 the Charges, timelines and Inoapps' performance of the Services shall be subject to any assumptions and dependencies set out in the applicable Work Order.
- 2.9 The Parties shall maintain the Key Personnel detailed in any applicable Work Order to the extent needed during the performance of the Services. Each will consult the other prior to replacing or removing any Key Personnel and the other's consent shall not be unreasonably withheld or delayed, provided that other Party's consent shall not be required where the cause of replacement or removal is beyond that Party's reasonable control, including but not limited to cases of long-term sickness, voluntary leave of absence, resignation, dismissal or internal promotion.
- 2.10 Each Party shall nominate a duly skilled, competent and empowered representative to liaise and manage the relationship envisaged by each Service.
- 2.11 Inoapps will report to the Customer such management and performance reporting with the content and in a format and at the frequencies and on the dates as specified in the applicable Work Order.
- 2.12 For terms specific to the provision of Managed Services, please see Schedule 2.
- 2.13 For terms specific to the provision of Inoapps Software and Third Party Software to the Customer, please see Schedule 3.
- 2.14 Each Party warrants to the other that it has full capacity and authority to enter into this Agreement and shall obtain all approvals and consents where necessary for the fulfilment of its obligations under this Agreement.

3 CUSTOMER RESPONSIBILITIES

- 3.1 The Customer acknowledges that the performance of the Services by Inoapps is heavily reliant on cooperation and timely performance by the Customer of its responsibilities in relation to the Services and such is essential to the provision of the Services. In addition to any responsibilities set out in a Work Order, the Customer agrees (without any cost to Inoapps):
 - 3.1.1 it will timeously provide Inoapps with all necessary co-operation, complete and accurate information, equipment, data, facilities, materials, support and access that may reasonably be required by Inoapps for the performance of its obligations hereunder, including access to suitably configured computer products, software, systems and environments at such times as Inoapps requests subject to Inoapps giving the Customer reasonable notice considering the type of such computer product, software, system and environment, including all necessary security access codes and shall generally act in good faith to enable Inoapps to achieve the agreed common purpose for the Services;
 - 3.1.2 it will make available to Inoapps access to personnel of the Customer who are familiar with the Customer's systems and software which will be subject to the Services, such personnel

shall possess the appropriate technical skills and experience for any tasks assigned to them, shall have the authority to make decisions regarding the Customer's systems and the Services and shall devote such time to those tasks as is necessary for the expedient completion thereof. Specific dedication of Customer and Inoapps personnel and resources to the project shall be agreed in writing in the Work Order or in a subsequent Project Plan;

- 3.1.3 where any Services are to be carried out at the Customer's premises then the Customer shall, subject to compliance by Inoapps Personnel with Customer's reasonable security requirements, allow Inoapps sufficient access to the area(s) where Service(s) are to be performed and will provide suitable office accommodation and facilities for any Inoapps staff working on its premises as required for Inoapps to perform the Services, provided that the Customer shall not require Inoapps' personnel to perform the Services at any Customer premises if to do so would endanger their safety or health in any way;
- 3.1.4 it shall (subject to compliance with Clause 2.6.1) ensure that any premises to which the Inoapps Personnel have access for provision of Services fully comply with health and safety regulations, other applicable legislation or regulations and normal industry practices and Customer will not expose such persons to unnecessary risk or danger to personal safety;
- 3.1.5 it shall take all precautions to protect its data and shall ensure that a daily backup arrangement is implemented before and during the provision of the Services. Customer shall be responsible for restoring any lost or corrupted data unless such loss is caused by the negligence or default of Inoapps, in which case Inoapps' liability shall be limited to the reinstatement (where reasonably possible) of such data which would not have been included in normal backup arrangements;
- 3.1.6 it is responsible for the integrity of the data provided to Inoapps for, but not limited to, migration and data cleaning and for all direct consequences of any errors in such data and Inoapps will not warrant the integrity of that data;
- 3.1.7 it is responsible for procuring any Third Party Software and Third Party licenses and/or authorisations (including but not limited to all necessary Oracle licenses) that may be required for Inoapps to perform the Services as set out in any Work Order and access the Customer's computer products, software, systems and environments unless otherwise procured from Inoapps pursuant to a Work Order, and warrants to Inoapps that it has all such necessary licenses and authorizations in place;
- 3.1.8 it will not use the Services or Software Programs in any manner that is likely to:
 - (a) contravene any laws or regulations;
 - (b) compromise the security and/or integrity of the network or other systems including, but without limitation, introducing viruses or failing to employ appropriate security procedures (other than to the extent that such security procedures are specifically to be provided by Inoapps pursuant to the Services);
 - (c) involve the sending of unsolicited marketing or advertising materials;
 - (d) result in the transmission or storage of any material of a pornographic, obscene, defamatory, menacing or offensive nature or which would result in the breach of any Third Party's Intellectual Property Rights, Confidential Information or privacy; or
 - (e) breach or cause Inoapps to breach any applicable Data Protection Laws.

- 3.2 Each Party shall promptly notify the other in writing if they become aware that a breach of a Customer Responsibility is likely to occur and is reasonably likely to impact upon the ability of Inoapps to comply with its obligations under this Agreement.
- 3.3 Should Inoapps suffer additional loss or incur extra expense, or should the scope of the Services be increased, by reason of any delay, variation, interruption or suspension of the Services arising from any act or omission of the Customer, its personnel, agents or sub-contractors, or that causes Inoapps not to comply with any of its obligations contained in this Agreement, including the timely provision of the Services, or should the Customer cancel or delay any scheduled Services described in a Work Order prior to the Service Commencement Date, or prior to the scheduled date for such Services, with less than fourteen (14) days prior written notice (a **"Customer Caused Event"**), Inoapps shall be entitled to reimbursement of such loss, cost or expense, including (but not limited to) the daily time and materials cost and incurred expenses of maintaining the staff allocated to the Service for the duration of such delay and any cost incurred by Inoapps in maintaining any other Third Party product or services for the duration of the delay. In this case, Inoapps shall promptly notify the Customer of the reasons why it may incur in such additional costs so that the Customer shall have an early notice in order to minimise and assess the causes of such costs. The Parties agree to take reasonable steps to mitigate such costs as may be incurred as any result of any Customer Caused Event (which in the case of Inoapps may involve the reallocation of Inoapps Personnel where reasonably practicable). In addition, should any delays to the Services being performed in accordance with the Work Order be due to a Customer Caused Event, Inoapps reserves the right to alter the payment dates as detailed in the applicable Work Order (including for the avoidance of doubt (but not limited to), charging for the percentage of a Payment Milestone completed even though the Payment Milestone itself may not have been achieved), and the overall Charges and shall in no way be deemed or held to be in default of this Agreement or any Work Order or otherwise be held liable as a result of such Customer Caused Event. For the avoidance of doubt, a Customer Caused Event includes, but is not limited to, a failure by the Customer to satisfy the Customer Responsibilities. The amount of any such payments due to Inoapps pursuant to this Clause 3.3 shall be agreed between the parties in good faith pursuant to the Change Control Procedure.

4 CHARGES, PAYMENT AND TAXES

4.1 FEES FOR SERVICES

- 4.1.1 The Customer shall pay Inoapps the Charges as specified in the Work Order. Charges may be based on a time and materials basis (in which case any estimate of the time or days required to perform the Services, shall be deemed a non-binding estimate for Customer's budgeting and Inoapps' resourcing requirements) or on a fixed price basis (in which case the price is fixed for the scope of services described in the applicable Work Order) and/or milestone basis. Any alterations to the Charges will be in the form of a Change Control Notice pursuant to Clause 11.
- 4.1.2 Unless otherwise agreed in a Work Order, on each twelve (12) month anniversary of the Service Commencement Date, Inoapps may review and increase the Charges for any Service by giving the Customer one months' written notice of such change provided that the percentage increase of such Charges does not exceed the percentage increase in the

UK Retail Price Index plus 5% in the 12 months preceding such notice being given by Inoapps.

- 4.1.3 Notwithstanding Clause 4.1.2, Inoapps reserves the right to increase the Charges for Third Party products and services upon thirty (30) days written notice if such increase is mandated by the Third Party Supplier.

4.2 INCIDENTAL EXPENSES

- 4.2.1 The Customer shall reimburse Inoapps for Expenses reasonably incurred in performing the Services. Expenses shall not be incurred by Inoapps unless the travel or services related thereto have been agreed with the Customer in advance.
- 4.2.2 Expenses shall be invoiced monthly at cost. Receipts for such Expenses shall be attached to the relevant invoice.
- 4.2.3 Where Expenses are necessary the following rules shall apply unless otherwise stated in an applicable Work Order:-
- (a) travel by train shall not include first class travel (except where absolutely necessary);
 - (b) mileage will be chargeable at a rate of £0.45 per mile, or if greater, the standard mileage rate set by HMRC at the applicable time;
 - (c) travel by air shall be in economy class unless travel time is > 4 hours. Customer agrees to pay any costs associated with rescheduling or cancellation of pre-purchased airline tickets due to a change requested by Customer;
 - (d) hotel accommodation will be limited to a maximum of £200 per day;
 - (e) meals and subsistence will be limited to a maximum of £50 per day; and
 - (f) the Parties may agree a flat rate per diem.

4.3 INVOICING AND PAYMENT

- 4.3.1 Invoices will be issued by Inoapps upon achievement of the applicable Payment Milestone, or where no Payment Milestones have been agreed, Inoapps shall invoice the Customer monthly in arrears for incurred time and Expenses or at such other times as agreed between the Parties in the Work Order.
- 4.3.2 Charges will be payable in full, without any right of set-off, deduction or withholding whatsoever, no later than thirty (30) days from the date of invoice. In addition to its other rights hereunder, Inoapps may charge compensation for debt recovery costs in respect of any action taken to recover any late or non-payment.
- 4.3.3 The Customer shall pay the Charges by BACS transfer or by any other method as agreed between the Parties.
- 4.3.4 In the event that the Customer (acting reasonably) considers that the Charges as detailed in any invoice submitted by Inoapps have not been correctly calculated and/or that an invoice contains any error or inaccuracy then the Customer shall notify Inoapps and the Parties shall work together to resolve the issues raised by the Customer (and should the

Parties fail to reach resolution then the Dispute Resolution Procedure shall apply). Where the Customer disputes only part of an invoice then Inoapps shall issue a credit note and raise a replacement invoice for the undisputed amount which shall have the same date as the original invoice and shall then be paid by the Customer in accordance with Clauses 4.3.2 and 4.3.3. Once resolution has been reached regarding the disputed amount of any invoice then Inoapps shall issue an invoice for the agreed amount which shall then be paid by the Customer in accordance with Clauses 4.3.2 and 4.3.3.

4.3.5 Any amount which is not the subject of a bona fide dispute and which is payable by Customer to Inoapps under this Agreement but which has not been paid in accordance with 4.3.2 shall be deemed overdue and Inoapps may, without prejudice to any other rights which it may have:

- (a) suspend (i) the provision of the Services (or any part thereof) pursuant to the applicable Work Order, or (ii) the provision of any services provided to the Customer (including without limitation any hosting services, or access to Software Programs licenced to the Customer) pursuant to any other Work Order or agreement between Inoapps or an Inoapps Associated Company and Customer, in each case until the outstanding payment is received in full (provided Inoapps has first issued the Customer with thirty (30) days' written notice of its intention to suspend), and the Customer hereby acknowledges and agrees that the suspension of any services pursuant to this Clause 4.3.5(a) shall not:
 - i. suspend or absolve the Customer of its obligations to make payments to Inoapps or otherwise comply with any obligations under the applicable agreement; nor
 - ii. be deemed a breach of the relevant agreement between Inoapps and Customer and shall not entitle Customer to any remedy as against Inoapps (whether at law or otherwise and including, without limitation, any service credits which might be available) in respect thereof; and/or
- (b) require Customer to pay interest, such interest to be calculated on a day to day basis from the date payment should have been made, until payment is received in full (together with interest), at a rate of 4% per annum above the Bank of England base rate for the time being in force during the period. For the avoidance of doubt, failure of Inoapps to immediately invoice late payment interest amounts does not constitute a waiver of its right to collect such amounts at a later time.

4.4 CONSULTING DAY

The Charges are based on a standard Consulting Day. Inoapps may agree to vary the Consulting Day to meet exceptional needs of Customer at the request of the Customer, but reserves the right to charge additional fees for any hours worked in excess of 8 hours as follows (with the first 30 minutes being free of charge):

- 4.4.1 for weekdays, a charge of 125% of the standard hourly rate based on the rates defined in the applicable Work Order; and
- 4.4.2 for weekends and public holidays, 175% of the standard hourly rate based on the rates defined in the applicable Work Order,
provided that in the event no standard hourly rate is specified in the applicable Work Order, the Inoapps standard hourly rates in force at the applicable time shall apply.

4.5 TAXES AND DUTIES

The Charges do not include value added tax (“VAT”) or other applicable taxes or duties. Any VAT and additional taxes or duties which Inoapps shall have to pay or collect in connection with the supply of the Software Programs or Services will be billed to and paid for by the Customer.

5 TERM AND TERMINATION

5.1 TERM

- 5.1.1 This Agreement shall commence on its Effective Date and shall continue until terminated in accordance with its terms. The duration of the Services to be provided shall be specified in each applicable Work Order.
- 5.1.2 Without prejudice to either Party's rights under this Agreement, where applicable, the Customer agrees to receive each of the Services for the applicable Initial Period, which Initial Period shall automatically renew for further periods of twelve (12) months duration (“**Further Periods**”) unless either Party gives to the other at least 3 months' notice in writing of its intention to cancel the provision or receipt (as the case may be) of such Services, such notice to expire at the end of the Initial Period or at the end of the then current Further Period. In the event the Initial Period expires and the Parties mutually agree to extend the provision of the Services (as opposed to them automatically renewing pursuant hereto), the Customer agrees to receive the Services for the additional period agreed in the applicable Work Order.

5.2 TERMINATION

- 5.2.1 *Termination of Work Order for Breach*
Either Party (the “**Terminating Party**”) may, without prejudice to its other rights and remedies, terminate a Work Order (in whole or in part) with immediate effect by notice in writing to the other Party (the “**Defaulting Party**”) if the Defaulting Party is in material breach of the applicable Work Order, and such breach (if capable of remedy) is not remedied within 60 days of receiving written notice from the Terminating Party specifying the breach in reasonable detail.
- 5.2.2 *Termination for Insolvency*
Either Party may, without prejudice to its other rights and remedies, terminate this Agreement with immediate effect by notice in writing to the other Party, if the other Party: (a) makes any voluntary arrangements with its creditors, (b) is the subject of a notice of

appointment of an administrator, or notice of intention to appoint an administrator or liquidator, (c) becomes subject to an administration order or goes into liquidation, whether voluntary or compulsory (other than for the purposes of reconstruction or amalgamation), (d) becomes insolvent, (e) ceases to or threatens to cease to carry on its business, (f) an encumbrance takes possession of or a receiver is appointed in respect of its assets, or (g) an analogous procedure takes place in any other jurisdiction.

5.2.3 *Termination of Agreement*

This Agreement may be terminated by either Party giving the other no less than thirty (30) days written notice in the event there are no outstanding obligations or rights under any Work Order, each of which has either been performed in full, terminated, or otherwise expired.

5.3 EFFECT OF TERMINATION

5.3.1 The Parties' rights and obligations under Clauses 4.1.1, 4.2, 4.3, 4.5, 5.3, 6, 7, 8.7, 8.8, 8.9 - 8.13, 8.16, 12, 13, 19, 21.3 - 21.5, 21.8, 21.10, 21.11, and 21.13, and Schedule 3 paragraphs 3, 6, 7.6, 8.5, 9.2 and 9.3 shall survive termination or expiry of this Agreement and/or any Work Order together with any other clauses which by their nature are intended to, or by implication, continue after termination, and termination shall not affect any accrued rights or existing obligations as of the date of termination. Termination of this Agreement and/or any Work Order shall not prevent either Party from pursuing other remedies available to it, including but not limited to injunctive relief, nor shall termination relieve Customer of its obligations to pay to Inoapps all undisputed and due Charges that have accrued prior to such termination and all Charges that arise as a result of the termination.

5.3.2 Breach or termination of an individual Work Order shall not result in the breach of or right to terminate of this Agreement or any other Work Order.

5.3.3 The termination of the Agreement under Clause 5.2 will result in the automatic and contemporaneous termination of all Work Orders.

5.3.4 In the event of termination of this Agreement for any reason all property in the possession of either Party and belonging to the other which shall include, but not be limited to, Materials and Confidential Information, shall be returned immediately to the other Party or otherwise destroyed and permanently deleted.

5.3.5 In the event of termination by the Customer in accordance with Clause 5.2.1 or 5.2.2 Inoapps will refund to the Customer sums (calculated on a pro rata basis) paid by the Customer in advance which are attributable to Services due to be provided after the date of termination but which have not been provided due to the termination by the Customer.

5.3.6 Where Inoapps terminates a Work Order in accordance with Clause 5.2.1 or Clause 5.2.2, or where the Customer terminates this Agreement, any Work Order or cancels any Services, other than as permitted pursuant to Clause 5.2 or as agreed pursuant to the Change Control Procedure, the Customer shall pay the full Charges which would have been payable pursuant to the applicable Work Order had the Work Order been performed in full,

notwithstanding that the Services have not actually been provided, within thirty (30) days of date of invoice.

- 5.3.7 Upon termination of a Work Order Inoapps shall provide the Customer with such assistance as the Customer may reasonably require for a period of three (3) months (or such other period as may be agreed between the Parties) in order to allow the Customer to receive services similar to the terminated or cancelled Services from an alternative service provider, provided always that the Customer pays to Inoapps all Charges due and payable pursuant to the applicable Work Order and provided also that the Customer agrees to pay Inoapps its then current day rate charges for such Transitional Assistance on a time and materials basis.

6 LIMITATION OF LIABILITY

- 6.1 Unless otherwise expressly stated herein or in a Work Order, to the maximum extent permitted by law, the Services and all Deliverables are provided “as is” without warranty of any kind and all warranties and conditions, whether express or implied, are expressly excluded, including the implied warranties or conditions of merchantability, satisfactory quality and fitness for a particular purpose. Notwithstanding anything to the contrary in this Agreement or a Work Order, Inoapps does not warrant that the Services, nor the operation of the Deliverables, shall be free from Service Failures, uninterrupted or error free or that Inoapps will correct all reported errors, defects or incidents.
- 6.2 Nothing in this Agreement excludes or limits the liability of either Party for death or personal injury arising from its own negligence or for any fraudulent misrepresentation on which the other can be shown to have relied to the extent that the same cannot be lawfully limited or excluded.
- 6.3 Subject to Clause 6.2, notwithstanding any provision herein or in any Work Order to the contrary, to the maximum extent permitted by law, in no event shall (i) either Party be liable under this Agreement, in tort (including negligence) or otherwise for incidental, indirect, consequential, special, punitive or exemplary damages in connection with this Agreement, any Work Order or the Services or Deliverables (including but not limited to loss of profits, anticipated profits, opportunity, business, goodwill, data or anticipated savings), even if notice was given of the possibility of such damages and even if such damages were reasonably foreseeable and notwithstanding the failure of any remedy to fulfil its essential purpose or (ii) Inoapps and any Inoapps Associated Company be liable under this Agreement or any Work Order for failure to perform the Services, in tort (including negligence) or otherwise for any breach of the Agreement to the extent such breach is caused by any failure or delay by Customer or its agents, representatives, subcontractors or personnel to comply with its obligations under this Agreement (including but not limited to the Customer Responsibilities) or otherwise any Customer Caused Event.
- 6.4 Subject only to Clauses 6.2 and 6.3 but notwithstanding any other provision to the contrary, in no event shall Inoapps’ and all Inoapps Associated Company’s aggregate liability for loss or damage under this Agreement or a Work Order exceed (i) £500,000 in relation to an indemnity obligation, or (ii) for all other breaches, the Charges paid to Inoapps pursuant to the breached Work Order in the twelve (12) months prior to the breach, provided that in no event shall (i) Inoapps be liable for any loss which could have been avoided by the Customer following Inoapps’ reasonable advice

and instructions, and (ii) Inoapps' liability under this Agreement and all Work Orders exceed an aggregate amount of £5,000,000.

- 6.5 For the avoidance of doubt, neither Inoapps nor any Inoapps Associated Company shall be liable to the Customer in contract, tort (including negligence) or otherwise for any acts or omissions of the Customer or any other Third Party, including other providers of telecommunications, computers or other equipment or services, including internet services or for any delay to the provision of the Services, increased costs or overruns that are caused by Third Parties or the Customer.
- 6.6 Excluding actions for non-payment, neither Party shall be liable to the other in respect of any loss or damage arising out of or in connection with this Agreement, any Work Order or otherwise as a result of the provision of the Services unless either Party brings legal proceedings against the other within two (2) years from the date when the Party first became aware or ought reasonably to have become aware of the facts giving rise to the liability or alleged liability or within the relevant statutory limitation period whichever is the earlier.
- 6.7 The Parties acknowledge and agree that the foregoing allocation of risk is reasonable, has been negotiated and agreed upon by both Parties, and is reflected in the Charges hereunder.

7 INSURANCE

- 7.1 Inoapps shall throughout the term of the Services and for a period of three (3) years following termination or expiry, have and maintain, as a minimum the following insurances with insurers of repute:
- 7.1.1 public liability insurance (including product liability) for a minimum of £5 million for each occurrence;
 - 7.1.2 professional indemnity insurance for a minimum of £5 million for each occurrence;
 - 7.1.3 employer's liability insurance for a minimum of £5 million for each occurrence; and
 - 7.1.4 such other insurances as Inoapps deems appropriate in order to meet its obligations under his Agreement or as are required by law or contract.
- 7.2 The payment of the premiums in respect of any insurance required under this Clause 7 shall be the responsibility of, and paid by, Inoapps.

8 INTELLECTUAL PROPERTY

- 8.1 Inoapps warrants that it is the sole owner or has the right to all Intellectual Property Rights used by Inoapps in accordance with the Services and Deliverables.
- 8.2 The Parties agree that any Intellectual Property Rights belonging to a Party prior to the date of this Agreement ("**Background Intellectual Property Rights**") shall remain owned by that Party and no rights in respect thereof are granted to the other Party other than as expressly provided for herein.

- 8.3 Excluding Bespoke Software, the Customer acknowledges and agrees that all and any Intellectual Property Rights in and to any information and documentation, including without limitation software object code, source code, programs, documentation, specifications, scripts, training materials, user manuals (but excluding any Customer Confidential Information) created by Inoapps or by any Inoapps Associated Company whether or not arising out of its provision of the Services, creation of the Deliverables or otherwise in connection with this Agreement or any Work Order shall belong to Inoapps absolutely or such affiliate of Inoapps Associated Company absolutely (together with Inoapps' Background Intellectual Property Rights, the **"Inoapps IPR"**).
- 8.4 Excluding Software Programs, and subject to compliance with the terms of this Agreement and all applicable Work Orders (and unless otherwise specified in the applicable Work Order), Inoapps hereby grants to the Customer (or shall procure the grant of) a royalty-free, non-transferable, non-sublicensable, non-exclusive license to use the Inoapps IPR to the extent necessary to allow the Customer to receive and use the Services and Deliverables for its own internal business purposes as anticipated by the applicable Work Order, such right to become effective and be conditional upon Customer's payment of the Charges relating to the applicable Services and/or Deliverable.
- 8.5 Notwithstanding anything to the contrary herein, the rights of the Customer to Inoapps Software shall be governed by the terms of Schedule 3 or any additional software services or licence agreement that may be entered into between the Parties.
- 8.6 Where any Third Party Software is provided to the Customer by Inoapps, Inoapps shall notify the Customer of the terms and conditions on which such Third Party Software may be used by the Customer. To the extent that Inoapps itself has the benefit of any warranty or guarantee from the Third Party Supplier in respect of such Third Party Software, Inoapps will, to the extent that it is able, pass on the benefit of any such warranty or guarantee to the Customer.
- 8.7 The Customer will not copy (except for the purposes of a system back-up), otherwise reproduce, modify, vary, adapt, translate, reverse engineer, disassemble or decompile the Inoapps IPR or Third Party Software without Inoapps' prior written consent (except as permitted by law) and will not distribute or disclose the Inoapps IPR or Third Party Software to any Third Party other than as expressly permitted in the applicable Work Order or pursuant to the terms and conditions of the Third Party Software referred to in Clause 8.6 above. Without limitation the foregoing, the Customer shall not (a) remove or modify any of the Inoapps (or Inoapps Associated Company) or Third Party IPR markings or any notice of Inoapps (or Inoapps Associated Company) or Third Party IPR; (b) make the Inoapps (or Inoapps Associated Company) or Third Party IPR available in any manner to any Third Party for use in the Third Party's business operations, or (c) allow a competitor of Inoapps or Inoapps Associated Company to access the Inoapps IPR. The Customer indemnifies Inoapps for all liabilities, costs, expenses, damages and losses suffered or incurred by Inoapps as a result of the breach by the Customer of this Clause 8.7.
- 8.8 Excluding Inoapps IPR, any Intellectual Property Rights in any Bespoke Software will vest in the Customer and Inoapps hereby assigns to the Customer full title guarantee all rights and interest in the Bespoke Software with effect from receipt of payment in full from the Customer of the Charges relating to the Bespoke Software. Where Bespoke Software includes Inoapps IPR, Inoapps shall provide support for that Bespoke Software in accordance with the terms of the applicable Work Order. Third Parties may not access or support the Inoapps IPR without the prior written consent of Inoapps, which will be subject to the negotiation of a separate licence agreement on commercial

terms.

- 8.9 Nothing in the Agreement will prevent Inoapps from developing new ideas, concepts, know-how or adding to its library of procedures from the Customer's Deliverables, provided the same does not include any Customer data or information.
- 8.10 The Customer may be able to store or transmit Customer data using the Software Programs and other Deliverables and the Software Program and Deliverables may interact with Customer systems. The Customer hereby grants a royalty-free, non-transferable, non-exclusive licence for Inoapps to use, copy and otherwise utilise the Customer data and Customer systems to the extent necessary to perform or provide the Services or to exercise or perform Inoapps' rights, remedies and obligations under this Agreement and applicable Work Orders.
- 8.11 Inoapps shall indemnify the Customer against all liabilities, costs, expenses, damages and losses suffered or incurred by the Customer arising out of or in connection with any claim made against the Customer that the Services infringe the Intellectual Property Rights of any Third Party. Inoapps shall, at its own expense, (i) defend, or at its option settle any claim or suit against the Customer on the basis of a claim of infringement of any Third Party Intellectual Property Rights by the Services excluding any claim or suit arising from any Customer provided item and (ii) pay any final judgment entered against the Customer on such issue or any settlement thereof, provided that: (a) the Customer notifies Inoapps promptly of each such claim or suit; (b) Inoapps is given sole control of the defence and/or settlement; and (c) the Customer fully co-operates with Inoapps and provides Inoapps all reasonable assistance, information and authority reasonably necessary to perform the foregoing.
- 8.12 Inoapps shall have no obligations under Clauses 8.10 or 8.14 to the extent a claim is based on: (i) the combination, operation or use of the Services and/or Deliverables with other services or software not provided by Inoapps, if such infringement would have been avoided in the absence of such combination, operation or use; (ii) the Customer's use of a superseded or altered release of a Deliverable if such infringement would have been avoided by the use of a subsequent unaltered release of the Deliverable which is provided or offered to be provided to the Customer provided such replacement has the same level of functionality and performance; or (iii) use of the Services and/or Deliverables in any manner inconsistent with this Agreement; or (iv) the result of the negligence or wilful misconduct of the Customer; or (v) any information, design, specification, instruction, software, data or other Material not furnished by Inoapps.
- 8.13 The Customer warrants it will not, in performing its obligations under this Agreement infringe on the Intellectual Property of any Third Party. The Customer shall indemnify Inoapps against all liabilities, costs, damages and losses suffered or incurred by Inoapps arising out of or in connection with any claim made against Inoapps that the Customer's use of the Services (unless such use is in accordance with instructions from Inoapps), performance of the Customer Responsibilities or any Materials provided by the Customer infringe the intellectual property rights of any Third Party, provided that the Customer shall not be liable pursuant to this Clause to the extent a claim is based on or arises due to: (i) Inoapps modification of Customer provided Materials or the use by Inoapps of a superseded or altered version of the Customer provided Materials if such infringement would have been avoided by the use of a subsequent unaltered version of the Materials which is provided or offered to be provided to Inoapps; or (ii) the result of the negligence or wilful misconduct of Inoapps; or (iii) any information, design, specification, instruction, software, data or other Material

not furnished by or on behalf of or approved by the Customer.

- 8.14 If all or part of the Services, Deliverables or Material provided by Inoapps becomes, or in the opinion of Inoapps may become, the subject of a claim or suit for infringement, Inoapps, at its own expense and sole discretion, may do one of the following: (i) procure for the Customer the right to use the Services and/or Deliverables or the affected part thereof; (ii) replace the Service and/or Deliverables or affected part with other suitable Services or Deliverables; or (iii) modify the Services and/or Deliverables or affected part to make the same non-infringing, provided that in the case of either (ii) or (iii) there shall be no adverse impact on the performance, functionality or availability of the replaced or modified Services and Deliverable. In the event the foregoing options are not commercially viable, Inoapps may require the Customer to return the infringing Deliverables, and the Customer shall be entitled to a refund of any fees paid in advance by the Customer to Inoapps for said infringing Deliverable or Service attributable to the period after which the Deliverable or Services is no longer useable.
- 8.15 In the event that some or all of the Material provided by the Customer is held or is believed by the Customer to infringe any Third Party's Intellectual Property Rights, the Customer shall have the option, at its sole expense to, (a) modify the Material to be non-infringing or supply substitute non-infringing Material to Inoapps provided that the replacement Material has the same level of performance and functionality; (b) to obtain for Inoapps the right to continue using the Material; or (c) to require return of the infringing Material from Inoapps and terminate all rights thereto. If such return materially affects Inoapps' ability to meet its obligations under this Agreement and the applicable Work Order, such Changes as are required to address this shall be agreed pursuant to the Change Control Procedure.
- 8.16 This Clause provides the Parties' exclusive remedy for any infringement claims or damages.

9 THIRD PARTY SOFTWARE & SERVICES

- 9.1 Inoapps does not warrant the performance of any Third Party Software purchased as part of the agreed Services and is not responsible for fixing any bugs, errors or omissions in the Third Party Software. Inoapps is not responsible for any delays in the project caused by Third Party Software and where a delay occurs because of bugs, errors or omissions in the Third Party Software undisputed Charges will still be due in accordance with Clause 4.3 and the terms of Clause 3.3 shall apply.
- 9.2 Where the Customer contracts with Inoapps for Third Party Software or Services, the specific Third Party Terms listed in the applicable Work Order ("**Third Party Terms**") shall apply and the Customer shall be bound to comply therewith. Any breach of those Third Party Terms shall be deemed a breach of the applicable Work Order, and the Customer indemnifies Inoapps for all liabilities, costs, expenses, damages and losses suffered or incurred by Inoapps as a result of the breach by the Customer of such Third Party Terms.
- 9.3 Where the Customer contracts with Inoapps for Oracle Cloud Services, the provisions of Schedule 1 shall apply.

10 ACCEPTANCE AND TESTING PROCEDURES

10.1 Where the Services require the testing and Acceptance of Deliverables, the following procedures shall apply (unless otherwise agreed in writing between the Parties):

- 10.1.1 Inoapps shall where applicable perform the Services against the agreed Acceptance Criteria set out in the Work Order, or otherwise agreed in writing between the Parties.
- 10.1.2 On completion of the Services, or part thereof, Inoapps shall deliver to Customer a test copy of the Deliverables. Customer shall test and accept the Deliverables in accordance with the procedures laid out in Clauses 10.1.3 to 10.1.11.
- 10.1.3 Customer shall test the Deliverables and all parts thereof to ensure it performs in all material respects in accordance with the Work Order and the agreed Acceptance Criteria.
- 10.1.4 If Customer finds the Deliverables performs in all material respects in accordance with the Work Order and the agreed Acceptance Criteria the Deliverables shall be deemed to have passed the Acceptance Test. Customer shall notify Inoapps that the Deliverables have passed the Acceptance Test by signing an appropriate Acceptance Certificate within ten (10) days of receiving the test copy of the completed Deliverables from Inoapps unless otherwise agreed by both Parties and documented as such in the applicable Work Order or Project Documentation.
- 10.1.5 If Customer finds the Deliverables or any part thereof do not perform in all material respects in accordance with the Work Order and the agreed Acceptance Criteria, Customer shall give notice to Inoapps of such failure and shall specify which parts of the Deliverables fail to meet the Work Order or the agreed Acceptance Criteria. Such notice shall be given to Inoapps within ten (10) days of receiving the test copy of the Deliverables from Inoapps, unless otherwise agreed by both Parties and documented as such in the applicable Work Order or Project Documentation.
- 10.1.6 If Inoapps has not received notification from the Customer in accordance with Clause 10.1.4 or 10.1.5 then Customer shall have deemed to have accepted the Deliverables in all respects and signed off on any Acceptance Certificate and applicable Payment Milestone.
- 10.1.7 If Customer is unable to test the applicable Deliverables or otherwise fulfil its obligations under these Acceptance procedures, Customer, acting reasonably shall notify Inoapps accordingly in writing within three (3) days of receipt of Deliverables and the provisions of Clause 3.3 shall apply.
- 10.1.8 On receiving notification from the Customer pursuant to Clause 10.1.5, Inoapps shall perform further Services within thirty (30) days (or such other period as agreed between the Parties) so that the Deliverables do meet the requirements of the Work Order and the agreed Acceptance Criteria. If Inoapps is unable to change the Deliverables within the later of (i) three (3) attempts (each attempt to be no longer than thirty (30) days), or (ii) the scheduled deadline for any testing procedures set out in the Work Order or Project Documentation, such that they are capable of meeting

the Work Order and agreed Acceptance Criteria, the Parties shall meet as soon as is practicable to discuss viable alternative solutions or Deliverables and Inoapps shall credit a reasonable portion of the Charges paid by the Customer for the failed Deliverable towards any agreed alternative. In the event that the failed Deliverable renders the entire Services unperformable and unusable, the Customer may terminate the applicable Work Order pursuant to Clause 5.2.1.

- 10.1.9 In the event that the Parties cannot agree if the Deliverables should be Accepted or not, the Parties shall submit to expert determination via an independent body such as the Centre for Effective Disputes Resolution to re-test the Deliverables to see if they do or do not meet the agreed Acceptance Criteria and such expert's judgement shall be binding upon the Parties. For the avoidance of doubt apportionment of costs for such expert determination shall be determined by the expert and shall be binding upon the Parties.
- 10.1.10 For the avoidance of doubt, Go Live of any Deliverable shall be deemed as Acceptance of that Deliverable.
- 10.1.11 Inoapps shall have no obligation to proceed to the next phase of the Implementation Services until the previous Implementation Milestone has been Accepted. In the event the Customer requests Inoapps to proceed work on the next phase, the Customer shall be deemed to have signed off on the previous Implementation Milestone and Inoapps shall be entitled to invoice, and the Customer shall be obligated to pay Inoapps the applicable Payment Milestone.

11 CHANGE CONTROL PROCEDURE

- 11.1 Where Inoapps or the Customer see a need to make a change to the Services, Service Levels, Charges, timetable or other terms of the Work Order (a "**Change**"), either Party may at any time during the execution of the Services request a Change. Such request shall be dealt with in accordance with the Change Control Procedures set out in Clauses 11.2 – 11.9, unless otherwise specified in a Work Order.
- 11.2 The format for which a Change can be requested and made is the Change Control Notice attached at Appendix A.

Where the Customer requests a Change, it shall send to Inoapps a Change Control Note with the reason and summary of the Change completed. Inoapps shall, unless otherwise agreed, respond to the Customer's request by completing the remaining sections of the Change Control Note and returning to the Customer within ten (10) working days (or such shorter period as may be required by the Parties) of receipt of the Change Control Note from the Customer.

- 11.3 Where Inoapps requests a Change, it shall send to the Customer a fully completed Change Control Note for consideration by the Customer.
- 11.4 Within ten (10) working days (or such shorter period as may be required by the Parties) of receiving a completed Change Control Notice, the Customer shall inform Inoapps:

- 11.4.1 that it wishes to proceed with the Change, in which case the Work Order and Services (as applicable) shall be deemed modified accordingly;
 - 11.4.2 that it does not wish to proceed with a Change, in which case the Work Order and Services (as applicable) shall remain unchanged and the Parties shall continue with the Services; or
 - 11.4.3 that it requires further information prior to making a decision, in which case the Parties shall work together in good faith to finalise the details relating to the Change as required by either Party.
- 11.5 Until such time as any Change is formally agreed in writing between Inoapps and the Customer, Inoapps will, unless otherwise agreed, continue to perform and be paid for the Services as if such Change had not been requested, provided that (i) if the Parties continue the Services as if the Change had been implemented, the Parties shall be deemed to have accepted the Change Control Notice in the form provided by Inoapps, and (ii) in the event it is not possible for the Services to continue without a Change, the Services shall be suspended pending agreement of a Change and Inoapps shall not be liable or responsible for any delay to the Services as a result thereof.
- 11.6 Neither Party shall unreasonably withhold or delay its agreement to any Change.
- 11.7 Authorised approval levels for agreement of a Change by both Parties shall be agreed by the Project Managers, or other Authorised Signatories at the Service Commencement Date.
- 11.8 Any discussions, which may take place between Inoapps and the Customer in connection with a request or recommendation for a Change, before the authorisation of the Change, shall be without prejudice to the rights of either Party pursuant to the terms of this Agreement.
- 11.9 If, in order to determine the fee, cost, expenses and time required to implement such Change, it is reasonably necessary for Inoapps to incur additional costs or expend more than 14 hour(s) of chargeable time making such determination, Inoapps shall obtain prior written approval of such costs and chargeable time from Customer before making such determination, and if approved, such costs and charges for time expended in making such determination shall be the sole responsibility of Customer (and the aforementioned ten (10) day time period shall commence upon receipt of such approval).

12 DISPUTE RESOLUTION PROCEDURE

- 12.1 Where both Parties cannot agree on a particular item during the performance of the Services or otherwise pursuant to this Agreement either Party may call a management meeting of the Parties by service of not less than five (5) days' written notice and each Party agrees to procure that at least its Project Managers or other authorised representatives shall attend all such meetings called in accordance with this Clause.
- 12.2 Those attending the relevant meeting shall use all reasonable endeavours to resolve Disputes arising out of this Agreement and the Services pursuant hereto. If any Dispute referred to a meeting is not resolved at that meeting then either Party, by notice in writing to the other, may

refer the Dispute to senior officers of the two Parties who shall co-operate in good faith to resolve the Dispute as amicably as possible within fourteen (14) days of service of such notice.

- 12.3 In the event the senior officers fail to resolve the Dispute in the allotted time, then either Party may, within a further five (5) day period refer the Dispute to the executive sponsors for the Service in Dispute. Such executive sponsors shall cooperate in good faith to resolve the Dispute as amicably as possible within ten (10) days of the Dispute being referred to them.
- 12.4 If the executive sponsors are unable to resolve the Dispute within ten (10) days of it being referred to them, then the Parties may, on the written request of either Party, enter into an alternative dispute resolution procedure with the assistance of a mediator sourced via an independent body such as the Centre for Effective Disputes Resolution or arbitrator under the rules and auspices of the London Court of International Arbitration and agreed by the Parties. The Parties shall then submit to the supervision of the mediator or arbitrator (as applicable) the exchange of relevant information and for setting the date for negotiations to begin. The alternative dispute resolution procedure shall take place in London, or such other location as may be agreed between the Parties.
- 12.5 Recourse to this Dispute Resolution Procedure shall be binding on the Parties as to submission to the mediation or arbitration but not as to its outcome. Accordingly all negotiations connected with the Dispute shall be conducted in strict confidence and without prejudice to the rights of the Parties in any future legal proceedings. Except for any Party's right to seek interlocutory relief in the courts, no Party may commence other legal proceedings under the jurisdiction of the courts or any other form of arbitration until 21 days after the Parties have failed to reach a binding settlement by mediation or arbitration (at which point the Dispute Resolution Procedure shall be deemed to be exhausted).
- 12.6 If, with the assistance of the mediator, the Parties reach a settlement, such settlement shall be reduced to writing and, once signed by the duly Authorised Signatory of each of the Parties, shall remain binding on the Parties.
- 12.7 The Parties shall bear their own legal costs of this Dispute Resolution Procedure, but the costs and expenses of mediation shall be borne by the Parties equally.

13 CONFIDENTIALITY

- 13.1 In the event that, in connection with the performance of their respective obligations hereunder, a Party hereto (the “**Receiving Party**”) comes into possession of any Confidential Information of the other Party (the “**Disclosing Party**”), the Receiving Party will not disclose such information to any Third Party without the Disclosing Party’s prior written consent, nor use such Confidential Information for the benefit of any party other than the Disclosing Party or for any purpose other than in furtherance of Receiving Party’s obligations hereunder. Notwithstanding the foregoing, the Disclosing Party hereby consents to the Receiving Party disclosing such Confidential Information: (a) to its affiliates and each of their respective officers, directors, employees, personnel or agents on a “need to know” basis in relation to the Services; (b) to its affiliates and each of their respective officers, directors, investors, equity holders, financial sources, auditors, professional advisors and insurers who may require to know the Confidential Information for legitimate business purposes (in the case of (a) and (b), each being referred to as a “**Permitted Recipient**”); (c) as may be required (and solely to the minimum extent required) by law, regulation,

judicial or administrative process, or in accordance with applicable professional standards or rules, or in connection with litigation or arbitration pertaining hereto; and (d) in the case of Inoapps, the Customer authorizes it to disclose Confidential Information to Oracle to the extent requested by Oracle to conduct a bona fide Oracle audit which Inoapps has been engaged to assist in or to the extent as otherwise may be necessary in relation to the Services. In satisfying its obligations under this Clause, each Party shall maintain the other Party's Confidential Information in confidence using at least the same degree of care as it employs in maintaining in confidence its own Confidential Information, but in no event less than a reasonable degree of care, shall ensure its Permitted Recipients are aware of the confidential nature of the information and shall remain liable for any acts or omissions of its Permitted Recipients as if they were its own.

- 13.2 The obligations in Clause 13.1 shall not apply to the extent such information (i) shall have otherwise become publicly available (including, without limitation, any information filed with any governmental agency and available to the public) other than as the result of a disclosure in breach hereof, (ii) becomes available to the Receiving Party on a non-confidential basis from a source other than the Disclosing Party that the Receiving Party believes in good faith is not prohibited from disclosing such information to the Receiving Party by obligation to the Disclosing Party, (iii) is known by the Receiving Party prior to its receipt from the Disclosing Party without any obligation of confidentiality with respect thereto, or (iv) is developed by the Receiving Party independently of any disclosures made by the Disclosing Party to the Receiving Party of such information, as evidenced by contemporaneous documentation.
- 13.3 It is agreed by the Parties that a Party (the **"Non-breaching Party"**) would be irreparably damaged by reason of any violation by the other Party (the **"Breaching Party"**) of the provisions of this Clause, and that any remedy at law for a breach of such provisions would be inadequate. Therefore, the Non-breaching Party shall be entitled to seek and obtain injunctive or other equitable relief (including, but not limited to, a temporary restraining order, a temporary injunction or a permanent injunction) against the Breaching Party, its agents, assigns or successors for a breach or threatened breach of such provisions and without the necessity of proving actual monetary loss. It is expressly understood between the Parties that this injunctive or other equitable relief shall not be the Non-breaching Party's exclusive remedy for any breach of this Clause and the Non-breaching Party shall be entitled to seek any other relief or remedy which it may have by contract, statute, law or otherwise for any breach hereof.
- 13.4 The Receiving Party shall indemnify and hold harmless the Disclosing Party from any or all loss, liability, cost, expense, claim, demand or damage which may arise directly or indirectly from the unauthorised disclosure or use of any Confidential Information of the Disclosing Party by the Receiving Party or by any other person to whom such Receiving Party gives access to Confidential Information of the Disclosing Party.
- 13.5 The obligations set out in Clauses 13.1 to 13.6 shall survive termination of this Agreement for a period of three (3) years from the date of termination of this Agreement.
- 13.6 Notwithstanding anything to the contrary in this Agreement, in consideration of the work agreed between the Parties, Inoapps may refer to Customer as a customer in sales presentations, marketing vehicles and activities. At a minimum, Customer agrees to use of its logo in client presentations and for other promotional activities at Inoapps' discretion. In addition, the Customer agrees to become part of Inoapps' reference program by working with a representative

from Inoapps to define what marketing activities the Customer will participate in. Such marketing activities may include a Win Statement, Go-Live Statement, Case Study, Quotation from named stakeholder, Logo Use, Oracle Partnership Reference, partaking in customer reference calls and participating in forums and Inoapps Events. Inoapps shall not use the Customer's name, trademarks or logos in any way that is misleading or disparaging.

14 DATA PROTECTION

14.1 DEFINITIONS

In this Clause 14 the following terms shall have the following meanings:

"Controller", "Data Subject", "International Organisation", "Personal Data", "Personal Data Breach", "Processor" and "processing" shall have the respective meanings given to them in applicable Data Protection Laws from time to time (and related expressions, including **process, processed** and **processes** shall be construed accordingly);

Data Protection Laws means, as binding on either Party or the Services:

- (a) the GDPR;
- (b) the Data Protection Act 2018;
- (c) any laws which implement any such laws; and
- (d) any laws that replace, extend, re-enact, consolidate or amend any of the foregoing;

GDPR means the General Data Protection Regulation, Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data as it forms part of the law of England and Wales, Scotland and Northern Ireland by virtue of Section 3 of the European Union (Withdrawal) Act 2018;

Protected Data means Personal Data received by Inoapps from or on behalf of the Customer in connection with the performance of Inoapps' obligations under this Agreement; and

Sub-Processor means any agent, subcontractor or other third party (excluding its employees) engaged by Inoapps for carrying out any processing activities on behalf of the Customer in respect of the Protected Data.

14.2 COMPLIANCE WITH LAWS

14.2.1 The Parties agree that the Customer is the Controller and Inoapps is a Processor for the purposes of processing Protected Data pursuant to this Agreement.

14.2.2 The Parties agree that they shall at all times comply with applicable Data Protection Laws in relation to the Services and nothing in this Agreement shall relieve the Customer of its obligations pursuant thereto.

14.2.3 The Customer warrants that:

- (a) it has all necessary consents and approvals in place to enable it to share any Protected Data with Inoapps as is required for the performance of the Services; and
- (b) all instructions given by it to Inoapps in relation to any Protected Data shall at all times be in accordance with applicable Data Protection Laws.

14.2.4 Inoapps shall process any Protected Data in compliance with the obligations placed on it under applicable Data Protection Laws and the terms of this Agreement.

14.3 INSTRUCTIONS

14.3.1 Inoapps shall only process (and shall ensure Inoapps Personnel only process) Personal Data in accordance with this Agreement, except to the extent:

- (a) that alternative processing instructions are agreed between the Parties in writing; or
- (b) it is otherwise required by applicable law (and shall inform the Customer of that legal requirement before processing, unless applicable law prevents it doing so on important grounds of public interest).

14.3.2 If Inoapps believes that any instruction received by it from the Customer is likely to breach any applicable laws it shall promptly inform the Customer and be entitled to cease to provide the relevant Services until the Parties have agreed appropriate amended instructions which are not infringing.

14.3.3 Where the Services involve the processing of Protected Data by Inoapps, the applicable Work Order shall contain a schedule including the information set out in Appendix B to this Agreement.

14.4 SECURITY

Taking into account the state of technical development and the nature of processing, Inoapps shall implement and maintain reasonable technical and organisational measures to protect the personal data in its control against accidental, unauthorised or unlawful destruction, loss, alteration, disclosure or access.

14.5 SUB-PROCESSING AND PERSONNEL

14.5.1 Inoapps shall:

- (a) not permit any processing of Protected Data by any agent, subcontractor or other third party (except its, any Inoapps Associated Company's or its Sub-

- Processors' own employees in the course of their employment that are subject to an enforceable obligation of confidence with regards to the Protected Data) without the Customer's prior written authorisation;
- (b) with the exception of Inoapps Associated Company's, prior to the relevant Sub-Processor carrying out any processing activities in respect of the Protected Data, appoint each Sub-Processor under a written contract containing materially the same obligations as under this clause (including those relating to sufficient guarantees to implement appropriate technical and organisational measures) that is enforceable by Inoapps and ensure each such Sub-Processor complies with all such obligations;
 - (c) remain fully liable to the Customer under this Agreement for all the acts and omissions of each Sub-Processor as if they were its own; and
 - (d) ensure that all natural persons authorised by Inoapps or any Sub-Processor to process Protected Data are subject to a binding written contractual obligation to keep the Protected Data confidential.

14.6 ASSISTANCE

- 14.6.1 Inoapps shall (at the Customer's cost to the extent it involves time and assistance over what could be considered commercially reasonable):
- (a) assist the Customer in ensuring compliance with the Customer's obligations pursuant to Articles 32 to 36 of the GDPR (and any similar obligations under applicable Data Protection Laws) taking into account the nature of the processing and the information available to Inoapps; and
 - (b) taking into account the nature of the processing, assist the Customer (by appropriate technical and organisational measures), insofar as this is possible, for the fulfilment of the Customer's obligations to respond to requests for exercising the Data Subjects' rights under Chapter III of the GDPR (and any similar obligations under applicable Data Protection Laws) in respect of any Protected Data.

14.7 INTERNATIONAL TRANSFERS

Inoapps shall not process and/or transfer, or otherwise directly or indirectly disclose, any Protected Data in or to countries outside the UK or EEA or to any International Organisation without the Customer's prior written authorisation.

14.8 AUDITS AND PROCESSING

Inoapps shall, in accordance with Data Protection Laws, make available to the Customer such information that is in its possession or control as is necessary to demonstrate Inoapps' compliance with the obligations placed on it under this clause and to demonstrate compliance with the obligations on each Party imposed by Article 28 of the GDPR (and under any equivalent Data Protection Laws equivalent to that Article 28), and allow for and contribute to audits, including inspections, by the Customer (or another auditor mandated by the Customer) for this purpose (subject at all times to the restrictions set out in Clause 19 (*Audit*)).

14.9 BREACH

Inoapps shall notify the Customer without undue delay and in writing on becoming aware of any personal data breach in respect of any personal data. Inoapps hereby indemnifies the Customer against all liabilities, costs, expenses, damages and losses suffered or incurred by the Customer as a result of the breach by Inoapps of the terms of this Clause 14.

14.10 DELETION/RETURN

On the end of the provision of the Services relating to the processing of Protected Data, at the Customer's cost and option, Inoapps shall either return all of the Protected Data to the Customer or securely dispose of the Protected Data (and thereafter promptly delete all existing copies of it) except to the extent that any applicable law requires Inoapps to store such Protected Data. This clause shall survive termination or expiry of this Agreement.

15 IT SECURITY

Inoapps shall comply with the terms of Schedule 4 in relation to its access to Customer systems and handling of Customer data and hereby indemnifies the Customer against all liabilities, costs, expenses, damages and losses suffered or incurred by the Customer as a result of the breach by Inoapps of the terms of Schedule 4.

16 ANTI-BRIBERY AND CORRUPTION

16.1 Inoapps shall and shall procure that persons associated with it or other persons who are performing services or providing goods in connection with this Agreement and the Work Orders shall:

16.1.1 comply with all applicable laws, statutes, regulations, and codes relating to anti-bribery and anti-corruption, including the Bribery Act 2010 ("**Relevant Requirements**");

16.1.2 not do or omit to do, any act that will knowingly cause or lead the Customer to be in breach of any of the Relevant Requirements;

16.1.3 promptly report to the Customer any request or demand for any undue financial or other advantage of any kind received by Inoapps in connection with the performance of this Agreement and the Work Orders, and shall not offer any form of payment or other incentive or advantage of any kind to any third party or personnel of the Customer in connection with the performance of this Agreement and the Work Orders;

16.1.4 have and shall maintain in place throughout the term of this Agreement its own policies and procedures, including adequate procedures under the Bribery Act 2010, to ensure compliance with the Relevant Requirements, and will enforce them where appropriate ("**Relevant Policies**"); and

16.1.5 if requested, provide the Customer with any reasonable assistance, at the Customer's reasonable cost, to enable the Customer to perform any activity required by any relevant government or agency in any relevant jurisdiction for the purpose of compliance with any of the Relevant Requirements or Relevant Policies.

16.2 Inoapps warrants and represents that:

16.2.1 neither Inoapps nor any of its officers, employees or other persons associated with it:

- (a) has been convicted of any offence involving bribery or corruption, fraud or dishonesty;
- (b) has been or is the subject of any investigation, inquiry or enforcement proceedings by any governmental, administrative or regulatory body regarding any offence or alleged offence under the Relevant Requirements; or
- (c) has been or is listed by any government agency as being debarred, suspended, proposed for suspension or debarment, or otherwise ineligible for participation in government procurement programmes or other government contracts;

16.2.2 none of the officers or employees of Inoapps or any person associated with it or any other person who is performing services or providing deliverables in connection with this Agreement and/or a Work Order is a foreign public official; and

16.2.3 no foreign public official owns a direct or indirect interest in Inoapps or any person associated with it or any other person for whom Inoapps is responsible and no public official has any legal or beneficial interest in any payments made by the Customer under this Agreement and/or a Work Order.

16.3 Regardless of any other provision in this Agreement and/or a Work Order, the Customer shall not be obliged to do, or omit to do, any act which would, in its reasonable opinion, put it in breach of any of the Relevant Requirements.

16.4 For the purpose of this Clause 16 the meaning of adequate procedures and foreign public official and whether a person is associated with another person shall be determined in accordance with section 7(2) of the Bribery Act 2010 (and any guidance issued under section 9 of that Act), sections 6(5) and 6(6) of that Act, and section 8 of that Act respectively and, for the purpose of this Clause 16, a person associated with Inoapps includes but is not limited to any subcontractor of Inoapps.

17 ANTI-SLAVERY

17.1 Inoapps shall:

- 17.1.1 comply with all applicable anti-slavery and human trafficking laws, statutes, and regulations from time to time in force (including but not limited to the Modern Slavery Act 2015) ("**Anti-Slavery Legislation**");
- 17.1.2 have and maintain its own policies and procedures to ensure its compliance with Anti-Slavery Legislation ("**Anti-Slavery Policy**");
- 17.1.3 not engage in any activity, practice or conduct that would constitute an offence under the Modern Slavery Act 2015 if such activity, practice or conduct were carried out in the UK;
- 17.1.4 ensure that each of its subcontractors and suppliers shall comply with the Anti-Slavery Policy and with all applicable Anti-Slavery Legislation;
- 17.1.5 include in its contracts with its subcontractors and suppliers anti-slavery and human trafficking provisions that are at least as onerous as those set out in this Clause 17;
- 17.1.6 implement due diligence procedures for its subcontractors, and suppliers, to ensure that there is no slavery or human trafficking in its supply chains;
- 17.1.7 notify the Customer as soon as it becomes aware of: (i) any breach, or potential breach, of the Anti-Slavery Policy; or (ii) any actual or suspected slavery or human trafficking in a supply chain which has a connection with this Agreement and/or the Work Orders; and
- 17.1.8 implement an appropriate system of training and record keeping to ensure compliance with the Anti-Slavery Policy.

18 CONDUCT OF THE PARTIES

- 18.1 The Parties shall work in good faith collaboratively together at all times during the course of the Services. In the event the Parties cease working together in good faith, or there is a breakdown in relations between the Parties, the Services shall immediately be suspended and the Parties shall work together via the Dispute Resolution Procedure to resolve the issues so that the Services may be recommenced with minimal disruption.
- 18.2 Neither Party tolerates abuse of its personnel of any kind. Both Parties shall be respectful to the other Party's personnel at all times. In the event any personnel reports an incident of abuse or bullying, the applicable Party shall remove the personnel responsible for such unacceptable behaviour from the Services immediately and shall replace them with a suitably qualified and professional replacement.
- 18.3 Inoapps shall co-operate, and procure that each of its subcontractors co-operate, with the Customer and any Third Party engaged by Customer to provide services to the Customer, including a Third Party which is a competitor of Inoapps, so as to integrate (where reasonably requested by the Customer) other services, materials or equipment supplied by the Customer or any Third Party with the Services. Such co-operation shall include, where appropriate, the provision of information

and provision of access to Inoapps operations in so far as it relates to the Services but Inoapps shall not be obliged to disclose any Confidential Information. The co-operation shall be limited to enable the Customer and any Third Party to provide the Services covered under the terms of this Agreement and shall be supplied by Inoapps at its standard rates as notified to the Customer from time to time.

19 EXPORT

19.1 Neither Party shall export, directly or indirectly, any technical data acquired from the other party under this Agreement and/or a Work Order (or any Deliverables or products, including software, incorporating any such data) in breach of any Applicable Laws ("**Export Control Laws**"), including United States export laws and regulations, to any country for which the government or any agency thereof at the time of export requires an export licence or other governmental approval without first obtaining such licence or approval.

19.2 Each Party undertakes:

19.2.1 to comply at all times with Export Control Laws in relation to the Services;

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

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

20 AUDIT

20.1 Inoapps shall maintain accurate and up to date financial records of its activities and operations relating to this Agreement in accordance with generally accepted accounting principles. Inoapps shall also maintain accurate and complete records relating to its performance of this Agreement.

20.2 Subject to Clause 20.5, Inoapps will (at the cost of the Customer) allow the Customer reasonable access to enable the Customer and any of the Customer's Third Party consultants (such as auditors, other advisors or insurers (provided the same are not competitors of Inoapps)) to which Inoapps has no reasonable objection, to carry out an audit of Inoapps relating to the provision of the Services within this agreement. This audit is subject to the Customer's and any of the Customer's Third Party consultant's obligations of confidentiality.

20.3 The audit shall be for the purpose of verifying:

- 20.3.1 the accuracy of Inoapps invoices to the Customer;
 - 20.3.2 that the Services are being provided in accordance with applicable Service Levels;
 - 20.3.3 that Inoapps is complying with its obligations under the Agreement;
 - 20.3.4 any matter which the Customer's insurers may require for the purposes of the Customer maintaining or obtaining insurance cover; and
 - 20.3.5 any other reasonably agreed purpose.
- 20.4 Inoapps will require reasonable written notice from the Customer of such an audit and shall provide reasonable assistance during normal working hours. The audit will be performed no more frequently than once a year, unless a breach of this Agreement or a Work Order is reasonably suspected.
- 20.5 Inoapps will allow access to and provide copies of all records and information relating to the Services and their provision, except that Inoapps may refuse to provide access to:
- 20.5.1 any information belonging or relating to other Inoapps customers, suppliers or other third parties who are not associated in any way with this agreement or the provision of the Services; and/or
 - 20.5.2 any information relating solely to Inoapps cost of providing the Services; and/or
 - 20.5.3 any information, the provision of which, would breach applicable Data Protection Laws.
- 20.6 The Customer shall bear its own costs of conducting such an audit and shall use all reasonable endeavours to ensure that the conduct of each audit does not unreasonably disrupt Inoapps daily activities. Inoapps reserves the right to charge the Customer for the time of its personnel engaged in such an audit on a time and materials basis in the event such audit takes an amount of time or resource over and above what would be considered to be commercially reasonable.

21 GENERAL

21.1 RELATIONSHIP BETWEEN THE PARTIES

Nothing in this Agreement is intended nor shall be construed to create a partnership, joint venture, or agency relationship between the Parties. Accordingly, except as expressly authorised herein, neither Party shall have any authority to act or make representations on behalf of the other Party, and nothing herein shall impose any liability on either Party in respect of any liability incurred by the other Party to a Third Party. Each Party will be solely responsible for payment of all compensation owed to its personnel, as well as employment related taxes.

21.2 BUSINESS CONTINUITY

Inoapps shall maintain documented and tested business continuity plans necessary to meet reasonable prudent concerns about Inoapps' ability to perform its obligations herein without

interruption or degradation in performance during and after any event that would otherwise affect the performance of such obligations. Upon the Customer's reasonable request, Inoapps shall provide the Customer with evidence of and opportunities to verify this business continuity capability.

21.3 NOTICES

21.3.1 All notices, including notices of address change, to be given under this Agreement or any Work Order shall, unless otherwise expressly stated, be in writing and shall be given by sending by certified or registered mail, nationally recognised overnight courier or by email (followed by certified mail), to the first address listed in the applicable Work Order for the applicable Party, and if no such address is listed, to the address listed at the start of this Agreement or such other address and email addresses as may be designated by either Party in writing from time to time, marked for the attention of the Chief Financial Officer and Legal Counsel.

21.3.2 Notices sent by certified recorded mail shall be deemed (in the absence of evidence of earlier receipt) to have been delivered two (2) days after its dispatch. Any notice sent via email shall be deemed to have been delivered on the next working day following sending, subject to the same being followed by certified recorded mail within two (2) days of the email being sent.

21.4 SEVERABILITY

If any provision of the Agreement shall be found by any court or administrative body of competent jurisdiction to be invalid or unenforceable, the invalidity or unenforceability of such provision shall not affect any other provisions and all provisions not affected by such invalidity or unenforceability shall remain in full force and effect.

21.5 NO WAIVER

No failure or delay by either Party in exercising any of its rights under this Agreement shall be deemed to be a waiver of that right, and no waiver by either Party of a breach of any provision of this Agreement shall be deemed to be a waiver of any subsequent breach of the same or any other provision.

21.6 ASSIGNMENT AND SUBCONTRACTORS

21.6.1 The Customer shall not assign, delegate, sub-contract or otherwise deal with any of its rights and/or obligations under the Agreement or any Work Order without the consent of Inoapps, such consent not to be unreasonably withheld or delayed. Where such consent would violate the terms and conditions of any Third Party Supplier, it shall be deemed to be reasonable to withhold such consent.

21.6.2 Inoapps shall have the right to subcontract and/or assign all or any of its rights and obligations under a Work Order to an Inoapps Associated Company as may be required for the efficient completion of the Services. The Customer acknowledges and agrees

to the use by Inoapps of resources engaged by its Inoapps Associated Companies in jurisdictions outwith the United Kingdom.

- 21.6.3 Inoapps may sub-contract the performance of its obligations, in whole or in part, under a Work Order to a non-affiliate Third Party at any time with the consent of the Customer (such consent not to be unreasonably withheld or delayed).
- 21.6.4 Inoapps shall remain liable for the acts and omissions of any such subcontractor and, with the exception of Inoapps Associated Companies, shall obtain and maintain in effect written agreements with each of its subcontractors who participate in any of Inoapps' work hereunder and Inoapps warrants that such subcontractors shall possess the appropriate skills and experience for any tasks assigned to them.
- 21.6.5 Either Party may assign any or all of its rights under the Agreement and any applicable Work Order to a successor pursuant to a merger or consolidation, or an assignee pursuant to a sale of all or substantially all of its assets without the prior written consent of the other Party, unless such assignee is a competitor of the non-assigning Party, is not financially viable, or already has an Agreement in place with the non-assigning Party.
- 21.6.6 This Agreement and all of the terms, covenants, and conditions herein contained shall be binding upon and inure to the benefit of all of the Parties hereto and their respective permitted transferees, successors, heirs, executors, administrators and assigns.
- 21.6.7 For the avoidance of doubt and notwithstanding anything to the contrary herein, the Customer acknowledges that Inoapps uses individual consultants engaged by Inoapps or other Inoapps Associated Companies from time to time on a temporary basis to supplement its team of resources and such individuals will not be considered to be subcontractors for the purposes of this clause 21.6.

21.7 **FORCE MAJEURE**

Neither Party shall be liable for any loss or damage, which may be suffered, and a Party shall be excused from performance of obligations it is hindered or prevented from performing, in each case due to a cause beyond the Party's reasonable control, including, without limitation, any act of God, inclement weather, failure or shortage of power supplies, flood, drought, lightning or fire, strike, lock-out, trade dispute or labour disturbance, the act or omission of Government, highways authorities, other telecommunications operators or administrations or other competent authority, the obstruction by a Third Party of line of sight between microwave installations, war, military operations, acts of terrorism or riot, difficulty, delay or failure in manufacture, or production or supply by Third Parties of the Third Party Software ("**Event of Force Majeure**"). Should any such Event of Force Majeure occur both Parties reserve the right to suspend all or any part of the Agreement (excluding payment obligations) pending cessation of such Event of Force Majeure or the effect thereof, without incurring any liability for any loss or damage thereby occasioned. Should such suspension exceed 60 days in length, either Party

may terminate this Agreement without incurring any liability for any loss or damage to the other in respect of that termination pursuant to Clause 5.2.

21.8 ENTIRE AGREEMENT

- 21.8.1 This Agreement, including any Appendices and Schedules, along with any Work Orders, constitutes the complete agreement and understanding between the Parties with respect to the subject matter set forth herein and supersedes all previous agreements, undertakings and representations made or existing between the Parties, written or oral, concerning such subject matter. It is expressly agreed that any terms and conditions of Customer's purchase orders or similar documents shall be superseded by the terms and conditions of this Agreement and any applicable Work Order.
- 21.8.2 Each Party acknowledges that, in entering into this Agreement or any subsequent Work Order, it has not relied on any representation, warranty, pre-contractual statement or other provision except as expressly provided in this Agreement and subsequent Work Orders.
- 21.8.3 No representation made by any of employees, personnel or agents of either Party concerning any Services shall bind the other Party unless the same is confirmed in writing by an authorised representative of the relevant Party.
- 21.8.4 The express terms of this Agreement are in lieu of all warranties, conditions, terms, undertakings, and obligations implied by statute, common law, custom, trade usage, course of dealing or otherwise, all of which are hereby excluded to the fullest extent permitted by law.

21.9 VARIATION

- 21.9.1 This Agreement may not be modified or amended except in writing signed by a duly Authorised Signatory of each Party.
- 21.9.2 No Work Order or key project document (such as a solution design document) may be modified or amended except in writing signed by a duly Authorised Signatory of each Party and pursuant to Clause 11 (*Change Control Procedure*).

21.10 NON-SOLICITATION

- 21.10.1 Each Party agrees that during the term of this Agreement and for twelve (12) months thereafter (or if earlier, twelve (12) months from the date Services were last provided hereunder), it shall not directly or indirectly solicit or entice away (or seek or attempt to entice away) from the employment or engagement of the other Party any of the other Party's employees, independent contractors or subcontractors who were associated with the provision of the Services under this Agreement within the previous (12) twelve months, without the other Party's prior agreement in writing, such agreement not to be unreasonably withheld or delayed. The Parties acknowledge that this Clause cannot and does not exclude such persons from responding to advertisements for employment or

engagement that are placed in the public domain by the Parties in the normal course of business.

21.10.2 Without prejudice to the rights of either Party to claim equitable relief, in the event that a Party breaches Clause 21.10.1 it shall pay to the other Party, by way of liquidated damages, an amount equivalent to six months gross salary or remuneration of such person or subcontractor as at their date of termination of employment, such payment to be made within thirty (30) days of date of invoice. Both Parties acknowledge that this is a reasonable assessment of the likely loss to the other of losing and/or replacing the services of such person or subcontractor.

21.11 THIRD PARTY RIGHTS

A person who is not a Party to this Agreement shall have no right under the Contracts (Rights of Third Parties Act 1999) or any other applicable law or regulation to enforce any term of this Agreement unless it is specified to have a specific benefit hereunder and the Parties reserve the right to rescind or vary this Agreement or any part of it without the consent of any Third Party.

21.12 COUNTERPARTS

This Agreement may be signed in multiple counterparts, each of which will be considered an original and all of which together will constitute a whole but together will constitute one and the same instrument. Signatures transmitted by electronic means shall have the same effect as original signatures.

21.13 GOVERNING LAW

This Agreement and all claims or causes of action arising hereunder or related to this Agreement shall be governed by and construed in accordance with the laws of England, and in the event of a dispute arising under or in connection with this Agreement, the Parties hereby submit to exclusive jurisdiction in the English courts.

Signed for and on behalf of:

[LEGAL NAME OF CUSTOMER]

Signed:

Name: _____

Title: _____

Date: _____

Signed for and on behalf of:

Inoapps Limited

Signed:

Name: _____

Title: _____

Date: _____

SCHEDULE 1 – ORACLE CLOUD ORDER DOCUMENT

Cloud Services Terms

For Oracle cloud services (the “**Cloud Services**”), the following terms shall apply and be binding on the Customer (together, the “**Oracle Terms**”):

- The Oracle Cloud Service Agreement - <https://www.oracle.com/a/ocom/docs/corporate/cloud-csa-uk-eng-v040119.pdf> / <https://www.oracle.com/us/corporate/contracts/saas-csa-uk-2069269.pdf>
- The Oracle Hosting and Delivery policy - <https://www.oracle.com/assets/ocloud-hosting-delivery-policies-3089853.pdf>
- The Oracle PaaS and IaaS Public Cloud Services Pillar Document - [Oracle PaaS and IaaS Public Cloud Services Pillar Document](#)
- Such other documents and policies as may be listed in the Work Order

Oracle Cloud Infrastructure will be purchased via Oracle’s Universal Credits.

The Customer hereby indemnifies Inoapps against any claims, damages, costs, expenses, liabilities or losses it suffers as a result of the Customer breaching the Oracle Terms.

Price Hold for Cloud Services

If so specified in the Work Order, during the Initial Period of the Work Order, the Customer may order additional quantities of the Cloud Services acquired under the Work Order at the Unit Net Price specified in the Work Order. This price hold does not apply to any renewals or extensions of the Cloud Services or to any cloud services other than those listed in the initial purchase under the applicable Work Order.

Cloud Services Order

Once placed, your order is non-cancellable and the sums paid non-refundable, except as otherwise provided herein. The Customer may not reduce the quantity of services purchased hereunder (e.g., user or record counts, storage) in whole or in part, during the Initial Period. The Initial Period for the Cloud Services commences on the Services Commencement Date, or the day Customer user login names and password are issued to the end user to access the Cloud Services.

Customer Reference

In consideration of the discounts granted under the Work Order, Oracle may refer to the Customer as a customer in sales presentations, marketing vehicles and activities. In addition Customer agrees to become part of Oracle's reference program by working with a representative from Oracle Marketing to define what marketing activities Customer will participate in. These marketing activities may include a reference in Oracle's annual report, taking sales reference calls and participating in print advertising, marketing leadership forums and trade shows. At a minimum, Customer agrees to develop a customer profile for use on Oracle.com and for other promotional activities at Oracle's discretion. The profile will include a quote from an executive of the Customer and the Customer’s logo.

Service Level Credit

The Oracle Cloud Service Level Agreement, within the Hosting and Delivery Policies applicable to the Cloud Services ordered by the Customer, establishes a Target System Availability Level or Target Service Uptime objective and describes how Oracle defines, measures and reports system availability.

Shelving of Licenses

Please refer to Work Order if applicable.

SCHEDULE 2 – MANAGED SERVICES SPECIFIC TERMS

1 INTRODUCTION

This Schedule includes provisions which are specific to a Managed Service, and apply in addition to the other terms of the Agreement.

2 SERVICE LEVELS

- 2.1 Where any Service is stated in the Service Level Agreement to be subject to a specific Service Level, Inoapps shall use all reasonable endeavours to provide that Service in such a manner as will reasonably ensure that the Service Level is met or exceeded.
- 2.2 If a Service Failure causes any applicable Service Level not to be achieved, notwithstanding any other provision in this Agreement, Inoapps shall arrange all such additional resources as are reasonably necessary and shall take all reasonably necessary remedial action to correct such failure. Inoapps shall identify the actions taken and implemented to ensure, where possible, such Service Failures are not repeated.
- 2.3 As existing Services are varied and new Services are added, Service Levels for the same will be determined and included within the Service Level Agreement.
- 2.4 Inoapps shall measure performance against such Service Levels at regular intervals in accordance with the terms of the applicable Managed Services Statement of Work.

3 SERVICE CREDITS

Service Credits shall be calculated and credited to the Customer in accordance with the applicable Managed Services Statement of Work.

4 SERVICE EXCLUSIONS

- 4.1 Inoapps is not responsible for providing service procedures that may be otherwise available through the normal use of the product, Software Program or Services (i.e.: Training).
- 4.2 Where Inoapps provides Services under a Service Level Agreement (as set out in a Managed Services Statement of Work) and an issue has to be raised with the manufacturer of the supported product, the calculation of whether a priority level has been adhered to, as contained in the Service Level Agreement, will cease at the point that Inoapps relinquishes control of the issue to the manufacturer. The calculation process will only re-start once Inoapps regains the control of the issue.
- 4.3 Where Inoapps does not perform development work, support for in-house and any Third Party developers is restricted to clones or refreshes of production to the development environment. Any upgrades performed by a Third Party will also require the input of Inoapps prior to the upgrade otherwise the upgraded environment will become excluded from support.

SCHEDULE 3 – SOFTWARE SPECIFIC TERMS

1 INTRODUCTION

- 1.1 Where the Inoapps is providing Inoapps Software to the Customer, the terms of this Schedule 3 shall apply in addition to the other terms of the Agreement.
- 1.2 Where the Customer has procured Third Party Software from Inoapps, the Third Party Terms shall apply, unless otherwise agreed in which case the terms of this Schedule shall apply.

2 DEFINITIONS

The following terms shall have the following meaning when used in this Schedule 3:

“Delivery” means implementation or integration of the Software Program into the Customer’s system.

“Documentation” means the documentation for the use of the Software Programs provided by Inoapps to the Customer and includes the Software Specification.

“Error(s)” means failure of or defect(s) in the Software Program which prevent them from performing in accordance with the Documentation and the Software Specifications.

“Permitted Users” means the number of users permitted to use the Software Program as specified in a Work Order, where applicable.

“Software Specifications” means the functionality and specifications for the Software Program set out in or referenced in the applicable Work Order.

“Subscription” means the Customer’s order of the Software Program pursuant to a Work Order.

“Term” means the term of the Subscription set out in the Work Order.

3 INTELLECTUAL PROPERTY RIGHTS AND PERMITTED USE

- 3.1 All and any right, title and interest (including but not limited to the Intellectual Property Rights) in the Software Program and Documentation (including but not limited to, object code, source code, programs, documentation, specifications, scripts, training materials, user manuals and all copyright) belongs to Inoapps or the Third Party Supplier (where applicable) absolutely.
- 3.2 In consideration of, and subject to, the Customer paying the Charges for the Software Program, Inoapps hereby grants to the Customer an irrevocable, worldwide, royalty-free, non-exclusive, non-transferable licence to use the Software Program solely for the Customer’s internal business operations in accordance with the Documentation, and only by the Permitted Users (where applicable) for the Term of the Subscription.
- 3.3 Unless expressly stated to the contrary in the Work Order, the rights granted in this Schedule 3 are granted to the Customer only, and shall not be considered granted to any affiliate of the Customer.

4 TITLE AND RISK

Risk in the Software Program passes to the Customer upon Delivery and if any part of the Software Program is thereafter lost or damaged (other than by the fault or negligence of Inoapps), Inoapps shall replace the same subject to the Customer paying the reasonable cost of such replacement.

5 USE OF SOFTWARE AND DOCUMENTATION

- 5.1 The Software Specifications define and govern the purpose and use of the Software Program. Inoapps may update the Software Specifications at anytime to reflect changes in law, regulations and technology, provided such updates will not reduce the level of performance of functionality



of the Software Program.

- 5.2 The Customer shall use reasonable endeavours to prevent any unauthorized access to, or use of the Software Program and/or the Documentation and, in the event of any such unauthorized access or use, shall promptly notify Inoapps.
- 5.3 Where a Permitted User is no longer engaged by the Customer, such individual shall cease to be a Permitted User.
- 5.4 The Customer agrees to maintain a written, up to date list of all Permitted Users and to provide such list to Inoapps within seven (7) days of a request from Inoapps.

6 RESTRICTIONS

For the avoidance of doubt, the provisions of Clause 8.7 of the Agreement apply and reference to Inoapps IPR includes the Inoapps Software.

7 WARRANTIES, DISCLAIMERS AND EXCLUSIVE REMEDIES

- 7.1 Unless otherwise expressly stated herein or in a Work Order, to the maximum extent permitted by law, the Software Programs are provided "as is" without warranty of any kind and all warranties and conditions, whether express or implied, are expressly excluded, including the implied warranties or conditions of merchantability, satisfactory quality and fitness for a particular purpose. Notwithstanding anything to the contrary in this Agreement or a Work Order, Inoapps does not warrant that the Software Programs shall be free from Errors or that Inoapps will correct all reported Errors.
- 7.2 Inoapps warrants that the Inoapps Software will operate substantially as described in the applicable Documentation for the duration of the Term.
- 7.3 Any warranties relating to Third Party Software shall be set out in the Third Party Terms or otherwise stated in the Order Form.
- 7.4 By using the Software Program, the Customer warrants that it has sufficient applicable Oracle software subscriptions. Subject to paragraph 7.5, Inoapps accepts no responsibility in the event the Customer breaches the terms and conditions of its Oracle software subscriptions by utilising the Software Program, and the Customer is responsible for ensuring that all users of the Software Program are fully compliant with the Oracle licence terms.
- 7.5 Inoapps does not warrant that the Software Programs are compatible with any Third Party products, other than those detailed in the Software Specifications.
- 7.6 For any breach of the warranties in this paragraph 7, the Customer's sole remedy shall be the correction of the Errors that caused the breach of warranty.

8 SUPPORT SERVICES

- 8.1 Inoapps shall provide such support for the Software Program as is set out in the applicable Work Order.
- 8.2 Unless otherwise stated in the Work Order, the following are not provided as support for the

Software Program:

- 8.2.1 changes to the Software Program required as a result of an upgrade or changes to applicable Oracle modules;
 - 8.2.2 any remedial work required due to a change made, or other action taken by the Customer; and
 - 8.2.3 training for use of the Software Program.
- 8.3 Inoapps reserves the right to cease to provide support for the Software Program on not less than twelve (12) months' written notice to the Customer, but shall not cease support within any Initial Period set out in the Work Order.
- 8.4 Inoapps reserves the right to suspend support for the Software Program if the version of the Software Program used by the Customer has been superseded by two or more Oracle patch releases.
- 8.5 It is strictly prohibited for any Third Party to provide support for or access the Software Programs without the express written consent of Inoapps, which may be subject to negotiation of additional commercial terms.

9 TERM AND TERMINATION

- 9.1 The Software Program shall be provided to the Customer for the duration of the Initial Term, which shall automatically renew for additional periods of twelve (12) months in accordance with Clause 5.1.2 of the Agreement.
- 9.2 Notwithstanding anything to the contrary in the Agreement, the Customer agrees that any Work Order for a Subscription to Software Programs is irrevocable and may not be cancelled or terminated other than in accordance with the provisions of Clauses 5.2.1 or 5.2.2 of the Agreement.
- 9.3 Upon Termination or expiry of the Subscription:
- 9.3.1 all access rights granted to the Customer under this Agreement and the applicable Work Order shall immediately cease and be revoked; and
 - 9.3.2 the Customer shall return or destroy (at Inoapps' discretion) all copies of the Software Program and Documentation.
- 9.4 Without prejudice to any other rights Inoapps may have, Inoapps reserves the rights to suspend access to the Software Program without liability in the event the Customer breaches, or Inoapps' reasonably suspects the Customer has or is about to breach the terms of this Schedule 3 or applicable Work Order.

10 AUDIT

Inoapps, or where applicable the Third Party Supplier, may, audit the Customer's use of the Software Program no more than once (1) per calendar year. The Customer agrees to cooperate with such audit and provide reasonable assistance and access to required information.

SCHEDULE 4 – IT SECURITY
[to be agreed with Customer]

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APPENDIX A - CHANGE CONTROL NOTICE

CHANGE CONTROL INFORMATION

Change Control Details:	Information
Contract Title:	
Client:	
Project Name:	
Prepared by:	
Date:	
Document version:	
Change Request Name:	
Control No. (from CR Log):	
Change Request validity period	
Change Type:	
Change Requester:	

GENERAL CONDITIONS

The Contract (as detailed above), including any previous approved Change Control Notices, shall remain effective and unaltered except as amended by this Change Control Notice.

Changes proposed in this Change Control Notice will only be accepted into the project when full approval has been obtained from Inoapps and the Customer.

Work outlined in this Change Control Notice will commence (i) as soon as reasonably practicable following full approval and signature by both parties to this Change Request Form (the "Date of Approval"), or (ii) in the event additional resources are required to carry out the work outlined in the Change Control Notice, the Customer should allow up to 4 weeks from the Date of Approval (or if required, receipt of a Purchase Order number from the Customer) for work to commence.

CHANGE INFORMATION

Change Impact Details:	
Proposed Change	
Change Reason	
Scope Impact	
Quality Impact	
Schedule Impact	
Budget Impact	
Resource Impact	
Assumptions	
Estimated effort	
Commercial Impact	

AGREEMENT



The parties agree that the Contract shall be amended to the extent required to implement the above Change Information.

CHANGE APPROVAL

Change Approvers			
Name	Title	Signature	Date

SIGNED

For: **Inoapps Limited**

For: **[LEGAL NAME OF CUSTOMER]**

By: _____

By: _____

Full Name: _____

Full Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

DRAFT

APPENDIX B - DATA PROTECTION

Part A

Data processing details

Processing of the Protected Data by Inoapps under this Agreement shall be for the subject-matter, duration, nature and purposes and involve the types of personal data and categories of Data Subjects set out in this Part A.

- 1 **Subject-matter of processing:**
[Insert]
- 2 **Duration of the processing:**
[Insert]
- 3 **Nature and purpose of the processing:**
[Insert]
- 4 **Type of Personal Data:**
[Insert]
- 5 **Categories of Data Subjects:**
[Insert]
- 6 **Specific processing instructions:**
[Insert]

Part B

Technical and organisational security measures

- 1 Inoapps shall implement and maintain the following technical and organisational security measures to protect the Protected Data:

In accordance with the Data Protection Laws, taking into account the state of the art, the costs of implementation and the nature, scope, context and purposes of the processing of the Protected Data to be carried out under or in connection with this Agreement, as well as the risks of varying likelihood and severity for the rights and freedoms of natural persons and the risks that are presented by the processing, especially from accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to the Protected Data transmitted, stored or otherwise processed, Inoapps shall implement appropriate technical and organisational security measures appropriate to the risk, including as appropriate those matters mentioned in Articles 32(1)(a) to 32(1)(d) (inclusive) of the GDPR.