SOFTWARE SERVICES AGREEMENT

This Software Services Agreement ("**SSA**") is made between Inoapps Limited ("**Inoapps**") and the individual or entity that has ordered Software from Inoapps and has signed this SSA ("**You**" and "**Your**") shall be construed accordingly). A quotation is not an order and a contract is not formed between us until Your order has been accepted by Inoapps or You have installed the Program. Once accepted, Your Order is irrevocable.

The Software Specifications define and govern the use of the Software. During the period of usage Inoapps may update the Software Specifications to reflect changes in law, regulations, technology. These updates will not reduce the level of performance or functionality.

1.1 Definitions

- "**Customer Data**" means all technology, information and data of You (a) submitted by or on behalf of You to Inoapps or loaded into the Oracle Cloud Service or any other application, network, database or system provided by Inoapps (the "System"), (b) obtained, developed, produced or processed by Inoapps or by the System in connection with this SSA or the SOW, or (c) to which Inoapps has access in connection with this SSA.
- "**Documentation**" means the documentation for the Software supplied by Inoapps.
- "**Error(s)**" means failure of or defect(s) in the Software which prevent them from performing in accordance with the Documentation and the Specifications.
- "**Fees**" means the amount payable for the use of the Program as shown on the Order Form.
- "**Intellectual Property Rights**" means all copyright and related rights, rights in computer software, database rights, moral rights, design rights, rights in know how, rights in confidential information, patents, rights to inventions, trade marks (and goodwill attaching to those trade marks), domain names and all other intellectual property rights or forms of protection having equivalent or similar effect to any of the foregoing which may subsist anywhere in the world, in each case whether registered or unregistered and including applications for the same and the right to apply for any of the above.
- "**Order Form**" means the document in Inoapps' standard form by which the Software is ordered and may be in the form of a Statement of Work.
- "**Permitted Users**" means the number of users permitted to use the Software as specified in Order Form, where applicable.
- **"(Inoapps) Software**" refers to the Inoapps Software which You have ordered and Documentation.
- "**Support Fee**" refers to the annual fee payable for technical support ("**Support**") ordered from Inoapps from time to time.
- "**Subscription Fee**" means the ongoing monthly subscription payable to enable additional reports and functionality to be provided as released by Inoapps.

1.2 Copyright rules

United Kingdom copyright laws and international copyright treaties, as well as other intellectual property laws and treaties protect the Software and any of its Documentation. Inoapps owns all right, title and Intellectual Property Rights in and to the Software, the Documentation and any other accompanying printed materials and any copies of the Software.

1.3 Rights Granted

In consideration of Your payment of the Fees and subject to the terms of this SSA, Inoapps grants You an irrevocable, worldwide, royalty free, non-exclusive and non-transferable right to use the Software solely for Your internal business operations, by the Permitted Users where applicable,.

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Unless expressly stated to the contrary in an Order Form, the rights granted under this SSA are granted to You only, and shall not be considered granted to any of Your subsidiaries or parent companies.

1.4 Title and Risk

Title to the Software and Documentation and all rights therein (including any Intellectual Property Rights) shall be and remain at all times with Inoapps. Risk in the Software and Documentation shall pass to You on delivery and if any part of the Software or Documentation shall thereafter be lost or damaged, Inoapps shall replace the same subject to Your paying the reasonable cost of such replacement.
You may not transfer any or all of Your rights under this SSA to any other party.

1.5 Control of Software and Documentation

You shall use all reasonable endeavors to prevent any unauthorised access to, or use of, the Software and/or the Documentation and, in the event of any such unauthorised access or use, promptly notify Inoapps. Where applicable if a Permitted User is no longer engaged by You, such individual shall cease to be a Permitted User.

You agree 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.

1.6 Restrictions

You may not copy the Software (except for the purposes of system back up) or otherwise reproduce any Software or Documentation (except in the case of the Documentation for Your own internal use); modify, vary, adapt, translate, reverse engineer, disassemble or de-compile any Software otherwise than expressly permitted under the Copyright, Designs and Patents Act 1988. Save as set out above, you must obtain Inoapps' prior written approval to make any additional copies of the Software and/or Documentation.

Without limiting the foregoing, You may not:

- remove or modify any of the Software's markings or any notice of Inoapps proprietary rights;
- make the Software available in any manner to any third party for use in the third party's business operations; or

1.7 Fees and Taxes

All fees payable to Inoapps are due within 30 days from the invoice date, and You also agree to pay any sales, value-added or other similar taxes imposed by applicable law, which Inoapps must pay, based on the Software You ordered. Such taxes shall be charged at the appropriate rate by Inoapps in addition to its stated fees and shall be shown separately on the relevant invoice. In no event will You be obligated to pay any tax based on the income of Inoapps or its personnel.

If Inoapps has not received payment within thirty (30) days after the due date then, without prejudice to Inoapps' other rights and remedies (i) Inoapps shall be entitled to terminate the use of the Software and all rights granted to You hereunder; and/or (ii) interest shall accrue on a daily basis on such amounts which are due at a rate equal to three (3) % above the then current base lending rate of Barclays Bank from time to time, commencing on the due date and continuing until such time as the relevant sums are paid.

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1.8 Warranties, Disclaimers and Exclusive Remedies

Inoapps warrants that Software will operate substantially as described in the applicable Documentation for 90 (ninety) days following execution of an Order Form.

Inoapps represents and warrants that it has the right to grant You the use of the Software set out in this SSA.

By using the Software You warrant that You have sufficient applicable Oracle software subscriptions. Inoapps accepts no responsibility should You breach the terms and conditions of Your Oracle software by utilising the Software. It is Your responsibility to ensure that all users of the Software are fully compliant with the Oracle licence terms.

NOTHING IN THIS SSA SHALL LIMIT INOAPPS' LIABILITY FOR DEATH OR PERSONAL INJURY CAUSED BY ITS NEGLIGENCE, NOR FOR FRAUDULENT MISREPRESENTATION.

INOAPPS DOES NOT GUARANTEE THAT THE SOFTWARE WILL PERFORM ERROR-FREE OR UNINTERRUPTED OR THAT INOAPPS WILL CORRECT ALL PROGRAM ERRORS.

TO THE FULLEST EXTENT PERMITTED BY LAW, THE WARRANTIES PROVIDED HEREUNDER ARE EXCLUSIVE AND THERE ARE NO OTHER EXPRESS OR IMPLIED WARRANTIES OR CONDITIONS, INCLUDING WARRANTIES OR CONDITIONS OF MERCHANTABILITY, SATISFACTORY QUALITY OR FITNESS FOR A PARTICULAR PURPOSE.

INOAPPS DOES NOT WARRANT THAT THE PRODUCTS ARE COMPATIBLE WITH ANY THIRD PARTY PRODUCTS, OTHER THAN THOSE USED INTENDED WITHIN THE SOFTWARE SPECIFICATIONS).

FOR ANY BREACH OF THE WARRANTIES, YOUR REMEDY SHALL BE THE CORRECTION OF SOFTWARE ERRORS THAT CAUSE BREACH OF THE WARRANTY.

1.9 Limitation of Liability

NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY FOR (I) ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES, OR (II) ANY LOSS OF PROFITS, REVENUE, DATA, OR DATA USE, LOSS OF ANTICIPATED BENEFIT, BUSINESS INTERRUPTION OR MANAGEMENT TIME.

EXCEPT FOR BREACH OF CONFIDENTIALITY OR INDEMNIFICATION OBLIGATIONS, INOAPPS'S MAXIMUM LIABILITY FOR ANY DAMAGES IN RESPECT OF A DEFICIENT SOFTWARE UNDER THIS SSA AND YOUR ORDER, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, SHALL BE LIMITED TO THE FEES YOU HAVE PAID INOAPPS FOR THE DEFICIENT SOFTWARE UNDER THIS SSA.

NOTHING IN THIS SSA EXCLUDES OR LIMITS INOAPPS' LIABILITY FOR DECEIT OR FRAUDULENT MISREPRESENTATION.

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1.10 Indemnification

If someone successfully brings a claim against You under which it is found that any part of the Software infringes their Intellectual Property Rights, Inoapps will indemnify You against Your direct and reasonable costs and liability arising from such claim provided that You:

- notify Inoapps in writing as soon as You become aware of the existence of any such claim;
- give Inoapps sole control of the defence and any settlement negotiations provided that any settlement entered into by Inoapps must completely and expressly release You of all liability; and
- give Inoapps all reasonable information, authority, and assistance to defend against or settle the claim.

If Inoapps believes that the Software may be the subject of a claim that they have violated someone else's Intellectual Property Rights, Inoapps may choose to either modify the Software to be non-infringing or obtain a licence to allow for continued use, or if these alternatives are not commercially reasonable, Inoapps may end the licence for the applicable Software and refund any fees You may have paid for them in advance for future use not received at the date of termination.

Inoapps will not indemnify You if You alter or operate the Software outside the scope of use identified in the Documentation or if You use a version of the Software, which has been superseded and Inoapps has communicated this to You, if the infringement claim could have been avoided by using an unaltered current version of the Software.

Inoapps will not indemnify You to the extent that an infringement claim is based upon any information, design, specification, instruction, software, data, or material not furnished by Inoapps.

You will indemnify Inoapps to the extent that an infringement claim is based upon the combination of the Software with any third party products or services not provided by Inoapps on the basis that a) Inoapps notifies You promptly in writing of each such claim, b) You are given sole control of the defence and/or settlement, c) Inoapps fully co-operates and provides all reasonable assistance to You in the defence or settlement.

This section provides the parties' exclusive remedy for any Intellectual Property Rights infringement claims or damages in relation thereto.

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1.11 Software Support Services

Support in respect of the Software is available under the Support Fee and/or Subscription Fee. Should no Support Fee or Subscription Fee be in place then Inoapps will not be obliged to provide any support services or updates or additional functionality to the Software.

Support for the Software is provided as follows:

- Database as a Service hosting provided by Oracle, as part of the Platform as a Service offering. Oracle will provide all Infrastructure and Hosting services, as well as undertake responsibility for the Backup provisioning for the instance. Inoapps will log and manage issues with Oracle relating to incidents within Oracle environment. Inoapps do not warrant Oracle environment availability.

- Support services for the Oracle environment will be provided by the Inoapps. This will include management of database performance, application of security patches, and resolution of support issues relating to the database layer.

- Faults or code issues with the Software is provided by Inoapps within the support hours and definitions as defined within the Order Form.

- Upgrades to and patching of Software

For the avoidance of doubt the following are not included with the Subscription fee or additional support fee, but can be performed under separate commercial cover:

- Changes to the Software required as a result of an upgrade or changes to the Supported Oracle Modules

- Any remedial work required necessitated by a change made by Customer

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1.12 Limitations on Support

The following terms are an indication of certain limitations on the Support Fee:

- Support and Upgrades of the Software can only provided where a valid support agreement is in place.

- Inoapps is not responsible for providing training other than those training services purchased from Inoapps on a time and material basis, or in that accompanies the initial purchase of the Software.

- Inoapps reserves the right to cease to provide Support for the Program on not less than 12 months' written notice to You, but not within the initial 36 months for the date of this SSA. Where Support is paid for in advance, a refund of the fees relating to any unused support at the date of termination shall be made.

- Inoapps reserves the right to suspend support for the Software if any fees in respect of Support due under this SSA remain unpaid for more than 30 days after its due date for payment, or where the version used by You has been superseded by two or more Oracle patch releases.

1.13 Confidentiality

In the performance of this SSA, each party may have access to confidential, proprietary or trade secret information owned or provided by the other party, including without limitation, relating to the Software, object code, marketing plans, business plans, customers, financial information, specifications, business processes, flow charts and other data ("Confidential Information").

All Confidential Information supplied by one party to another pursuant to this SSA shall remain the exclusive property of the disclosing party. The receiving party shall use such Confidential Information only for the purposes of this SSA and shall not copy, disclose, convey or transfer any of the Confidential Information or any part thereof to any third party, excluding the party's authorised employees and agents.

Each party will implement adequate procedures with its employees or other persons permitted or who have access to the Confidential Information to satisfy their obligations under this SSA.

Neither party shall have any obligations with respect to Confidential Information which: (i) is or becomes generally known to the public by any means other than a breach of the obligations of a receiving party; (ii) was previously known to the receiving party or rightly received by a receiving party from a third party; or (iii) is independently developed by or a receiving party.

The parties contemplate that Inoapps will require access to Customer Data in order to perform its obligations and provide Support under this SSA and therefore Inoapps acknowledges and agrees that it will comply with the terms of Exhibit A with respect to all Customer Data disclosed to Inoapps.

Notwithstanding anything to the contrary in this Agreement, in consideration of the work agreed between the Parties, Inoapps may refer to You as a customer in sales presentations, marketing vehicles and activities. At a minimum, You agree to use of your logo in client presentations and for other promotional activities at Inoapps' discretion. In addition, You agree to become part of Inoapps' reference program by working with a representative from Inoapps to define what marketing activities you 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. This is not an exhaustive list and the activities will vary as required by Inoapps.

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1.14 Term & Termination

Software provided under this SSA shall be provided for the period defined in Your Order Form. Unless stated in the Software Specification section, the Subscription Period, where applicable will automatically be extended for additional periods unless You provide written notice no later than thirty (30) days prior to the end of the applicable Services period of Your intention not to renew such Subscription

If You breach the terms of this SSA and fail to correct the breach within 30 days after Inoapps notifies You in writing of such breach, Inoapps may terminate this SSA and Your use of Software and Documentation. If Inoapps terminates this SSA as specified in the preceding sentence, You shall pay within 30 days all amounts, which have accrued prior to the end of this SSA.

You may terminate this SSA upon thirty (30) days' written notice to Inoapps in the event Inoapps materially breaches this SSA and fails to cure such breach within the thirty (30) days of a notice requiring such breach to be cured.

Either party may without prejudice to its other rights and remedies terminate this SSA with immediate effect by notice in writing to the other party if the other party makes any voluntary arrangements with its creditors is the subject of a notice of appointment of an administrator, or notice of intention to appoint an administrator or liquidator, becomes subject to an administration order or goes into liquidation, whether voluntary or compulsory (other than for the purposes of reconstruction or amalgamation) becomes insolvent, ceases to or threatens to cease to carry on its business or an encumbrance takes possession of or a receiver is appointed in respect of its assets.

You agree that on termination of this SSA (i) all access and rights granted to You under this SSA shall immediately cease; and (ii) You will return or destroy (at Inoapps' discretion) all Your copies of the Software and the Documentation.

The termination of this SSA (howsoever caused) shall be without prejudice to (i) any other rights which either party may have under this SSA; (ii) any liabilities accrued prior to the date on which the expiry or termination takes effect; and (iii) any rights or obligations of a person which are expressly stated to survive, or by their nature survive, expiry or termination of this SSA.

1.15 Entire Agreement

You agree that this SSA and the Order Form, and the information that is expressly incorporated into this SSA (including reference to information contained in any URL) are the complete agreement for the Software and services ordered by You, and that this SSA supersedes all prior or contemporaneous agreements or representations regarding such Software and/or services.

If any term of this SSA is found to be invalid or unenforceable, the remaining provisions will remain effective.

It is expressly agreed that the terms of this SSA and the Order Form shall supersede the terms in any purchase order or other non-Inoapps ordering document and no terms included in any such purchase order or other non-Inoapps ordering document shall apply to the Software and/or services.

Inoapps reserves the right to amend this SSA by completing a written addenda that is signed by both parties. The amended terms shall be effective from and after the date they have been signed by both parties.

Any notice required under this SSA shall be provided to the other party in writing and in English.

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2 Exhibit A

2.1 Data Protection

2.1.1 Definitions

In this Exhibit:

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;

Protected Data means Personal Data received from or on behalf of You in connection with the performance of Inoapps' obligations under this SSA; 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 You in respect of the Protected Data.

2.2 Compliance with Data Protection Laws

The parties agree that You are a Controller and that Inoapps is a Processor for the purposes of processing Protected Data pursuant to this SSA. You shall at all times comply with all Data Protection Laws in connection with the processing of Protected Data. You shall ensure all instructions given by You to Inoapps in respect of Protected Data (including the terms of this SSA) shall at all times be in accordance with Data Protection Laws. Nothing in this SSA relieves You of any responsibilities or liabilities under any Data Protection Laws.

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

2.2.1 Instructions

Inoapps shall:

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1. only process (and shall ensure Inoapps personnel only process) the Protected Data in accordance with the Schedule and this SSA, except to the extent:

   (a) that alternative processing instructions are agreed between the parties in writing; or

   (b) otherwise required by applicable law (and shall inform You of that legal requirement before processing, unless applicable law prevents it doing so on important grounds of public interest); and

2. if Inoapps believes that any instruction received by it from You is likely to infringe the Data Protection Laws it shall promptly inform You and be entitled to cease to provide the relevant Services until the parties have agreed appropriate amended instructions which are not infringing.

2.2.2 Security

Taking into account the state of technical development and the nature of processing, Inoapps shall implement and maintain the technical and organisational measures set out in Part B of the Schedule to protect the Protected Data against accidental, unauthorised or unlawful destruction, loss, alteration, disclosure or access.

2.2.3 Sub-processing and personnel

Inoapps shall:

1. not permit any processing of Protected Data by any agent, subcontractor or other third party (except its 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 Your prior written authorisation;

2. 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;

3. remain fully liable to You under this SSA for all the acts and omissions of each Sub-Processor as if they were its own; and

4. 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.

2.2.4 Assistance

Inoapps shall (at Your cost):

1. assist You in ensuring compliance with Your 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

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2. taking into account the nature of the processing, assist You (by appropriate technical and organisational measures), insofar as this is possible, for the fulfilment of Your 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.

2.2.5 International Transfers

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

2.2.6 Audits and processing

Inoapps shall, in accordance with Data Protection Laws, make available to You 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 You (or another auditor mandated by You) for this purpose (subject to a maximum of one audit request in any 12 month period under this clause).

2.2.7 Breach

Inoapps shall notify You without undue delay and in writing on becoming aware of any Personal Data Breach in respect of any Protected Data.

2.2.8 Deletion/return

On the end of the provision of the Services relating to the processing of Protected Data, at Your cost and Your option, Inoapps shall either return all of the Protected Data to You 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 SSA.

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2.3 SCHEDULE DATA PROTECTION

2.3.1 Part A

2.3.1.1 Data processing details

Processing of the Protected Data by Inoapps under this SSA 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*]

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2.4 Part B

2.4.1.1 Technical and organizational security measures

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

1.1 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 SSA, 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.