Dated January 2026

VIRTUAL VIEWING LIMITED

and

THE CUSTOMER

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Terms & Conditions

PARTIES

(1) The Customer, a company incorporated and registered in England and Wales with company number [tbc] (Customer)

(2) Virtual Viewing Limited, a company incorporated and registered in England and Wales with company number 5033662 whose registered office is at Seebeck House, 1 Seebeck Place, Milton Keynes MK5 8FR (Supplier)

AGREED TERMS

1. INTERPRETATION

1.1 The definitions and rules of interpretation in this clause apply in this agreement.

Acceptance Certificate: the certificate to be signed by the Customer under Clause 8(a).

Acceptance Date: the date on which the Acceptance Certificate is issued by the Customer under Clause 8(a).

Acceptance Tests: the tests of the Supplier Software after installation to be agreed in accordance with Clause 7 and annexed as Annex E.

Affiliate: includes, in relation to either party, each and any subsidiary or holding company of that party and each and any subsidiary of a holding company of that party.

Bespoke Software: software programs developed by the Supplier specifically for the Customer under this agreement and listed in Schedule 1.

Business: the business of the Customer or any of its Affiliates as specified in Schedule 5.

Change Agreement: an agreement made under Clause 11.3.

Commencement Date: the date on which this agreement becomes effective, as specified in Schedule 3.

Completion Date: The pilot has been completed.

Confidential Information: information of commercial value, in whatever form or medium, disclosed by the party (or any of its Affiliates) to the other party (or any of its Affiliates), including commercial or technical know-how, technology, information pertaining to business operations and strategies, and information pertaining to customers, pricing and marketing and, for clarity, including (in the case of the Supplier's information) information relating to the Application, the Supplier Software or any of its constituent parts, the Source Code relating to the Supplier Software or any such parts.

Contract Year: any 12-month period ending on any anniversary of the Commencement Date.

Control: a business entity shall be deemed to "control" another business entity if it owns, directly or indirectly, in excess of 50% of the outstanding voting securities or capital stock of such business entity or any other comparable equity or ownership interest with respect to a business entity other than a corporation OR as defined in section 1124 of the Corporation Tax Act 2010.

Customer Hardware: the computers and other equipment to be used by the Customer in conjunction with the Supplier Software, as specified in Schedule 2.

Customer Representative: a person duly authorised by the Customer to act on its behalf for the purposes of this agreement and identified to the Supplier by written notice from the Customer.

Cybersecurity Requirements: all applicable laws, regulations, codes, guidance (from regulatory and advisory bodies, whether mandatory or not), international and national standards, industry schemes and sanctions relating to security of network and information systems and security breach and incident reporting requirements, including the Data Protection Legislation, the Cybersecurity Directive (EU) 2016/1148), Commission Implementing Regulation (EU) 2018/151), the Network and Information Systems Regulations 2018 (SI 506/2018), all as amended or updated from time to time.

Defect: an error in the Supported Software that causes it to fail to operate substantially in accordance with the relevant Documentation.

Dispute Resolution Procedure: the procedure for dealing with disputes under this agreement as set out in Clause 41.

Documentation: the operating manuals, user instruction manuals, technical literature and all other related materials in human-readable and/or machine-readable forms supplied by the Supplier as specified in Schedule 1.

Generally Accepted Accounting Principles: all generally accepted accounting principles including UK generally accepted accounting principles comprising the Financial Reporting Standards and:

International Accounting Standards: as adopted by the International Accounting Standards Board;

"International Accounting Standards" within the meaning of Council Regulation (EC) No 1606/2002 on the application of international accounting standards, adopted from time to time by the European Commission in accordance with that Regulation;

SSAE 16: Statement on Standards for Attestation Engagements No. 16, published by the American Institute of Certified Public Accountant (AICPA)).

Good Industry Practice: the exercise of that degree of skill, care, prudence, efficiency, foresight and timeliness as would be expected from a leading company within the relevant industry or business sector.

Implementation Plan: the time schedule and sequence of events for the performance of this agreement set out in Annex C which may be varied in accordance with Clause 9.

Installation Date: the estimated date by which the Supplier will complete installation of a specified Software Module as specified in the Implementation Plan.

Intellectual Property Rights: all patents, copyrights, design rights, trademarks, service marks, trade secrets, know-how, database rights and other rights in the nature of intellectual property rights (whether registered or not) and all applications for the same which may now or in the future subsist anywhere in the world, including the right to sue for and recover damages for past infringements. All existing IPR at the date of the commencement of this agreement will remain the IPR of that party and not be restricted by this clause.

Licence: the licence granted under Clause 13.

Licensed Purposes: bears the meaning given in Clause 13.1.

Licensed Software: the Supplier Software as specified in Schedule 1 and all subsequent amendments and updates to, or new versions of, such Supplier Software as may be provided under the agreement.

Licensed Users: the employees and agents of the Customer who use the Licensed Software, up to the maximum number specified in Annex E.

Maintenance Agreement: the form of maintenance agreement for the Supplier Software as annexed to this agreement as Schedule 3, Clause 6.1.

Modified Software: the software programs proprietary to the Supplier and/or third parties listed in Schedule 1, modified or to be modified by the Supplier under this agreement.

Modified Software (Supplier): those elements of the Modified Software listed in Schedule 1 and identified as such.

Modified Software (Third Party): those elements of the Modified Software listed in Schedule 1 and identified as such.

New Release: a new release of all or any part of the Supported Software suitable for use by the Customer in which previously identified faults have been remedied or to which any modification, enhancement, revision or update has been made, or to which a further function or functions have been added.

New Version: a new version of the Licensed Software released by the Supplier after the Acceptance Date which provides additional and/or improved functionality and/or performance.

Normal Working Hours: the hours 9 am to 5 pm GMT, Monday to Friday, except English Bank Holidays.

Open-Source Software: any software programs included in the Supplier Software which are licensed under any form of open-source licence meeting the Open Source Initiative's Open Source Definition (http://www.opensource.org/docs/definition.php).

Permitted Purposes: bears the meaning given in Clause 22.1.

Pre-Installation Test Plan: the document prepared as provided in Clause 5.2(a) and to be annexed as Annex D.

Pre-Installation Tests: the tests to be carried out on the Modified Software and the Bespoke Software before delivery to the Customer as provided for in Clause 5.

Price: the aggregate price for the Work (other than Training and any other Support Services) and the Licence, as specified in Schedule 4.

Project Manager: the Supplier employee who has overall responsibility for the Work.

Ready for Service: installed, tested and having passed or deemed to have passed the Acceptance Tests under Clause 8.

Relevant Policies: has the meaning set out in Clause 24.1(c);

Relevant Price Index: the Retail Price Index (Jevons) published by the Office for National Statistics or its successor from time to time.

Relevant Requirements: has the meaning set out in Clause 24.1(a);

Services: the services to be provided by the Supplier under this agreement, including the Support Services.

Software Delivery Date: the estimated delivery date specified in the Implementation Plan on which the Supplier will deliver a Software Module to the Customer.

Software Module: any one of the individual software programs in the Supplier Software.

Source Code: the source code of the software to which it relates, in the language in which the software was written, together with all related flow charts and technical documentation, all of a level sufficient to enable the Customer's development personnel to understand, develop and maintain that software.

Supplier Software: the Supplier Standard Software, the Third-Party Software, the Modified Software and the Bespoke Software.

Supplier Standard Software: the software programs proprietary to the Supplier, listed in Schedule 1, which are to be provided to the Customer without modification.

Support Charges: the annual support charge as specified in Schedule 4.

Support Commencement Date: the Acceptance Date or such other date as may be specified in Schedule 1.

Support Services: the services to be provided by the Supplier under this agreement (including Schedule 3 and Schedule 4).

Supported Software: those Supplier Software programs listed as Supported Software in Schedule 1 and all subsequent amendments and updates to, and New Releases of, such programs.

Support Staff: those officers, employees, agents or subcontractors of the Supplier connected with this agreement, including those individuals who perform the Supplier's obligations under this agreement.

Deliverables: the deliverables of the contained in Annex B and agreed between the Supplier and the Customer.

Third-Party Software: the software programs proprietary to third parties, listed in Schedule 1, which are to be provided to the Customer without modification.

Tools: any tools and know-how developed and methods invented by the Supplier in the course of, or as a result of, carrying out the Work, whether or not developed or invented specifically or used exclusively to carry out the Work.

Training: the training as specified in Schedule 1, to be provided by the Supplier as part of the Services.

VAT: value added tax chargeable under the Value Added Tax Act 1994 and any similar additional tax or any other similar turnover, sales or purchase tax or duty levied in any other jurisdiction.

Work: all the works, duties and obligations to be carried out by the Supplier under this agreement.

1.2 Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.

1.3 Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.

1.4 Any words following the terms including, include, in particular, for example or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.

1.5 A reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time.

1.6 A reference to a holding company or a subsidiary means a holding company or a subsidiary (as the case may be) as defined in section 1159 of the Companies Act 2006 and a company shall be treated, for the purposes only of the membership requirement contained in sections 1159(1)(b) and (c), as a member of another company even if its shares in that other company are registered in the name of (a) another person (or its nominee) by way of security or in connection with the taking of security, or (b) its nominee. In the case of a limited liability partnership which is a subsidiary of a company or another limited liability partnership, section 1159 of the Companies Act 2006 shall be amended so that: (a) references in sections 1159(1)(a) and (c) to voting rights are to the members' rights to vote on all or substantially all matters which are decided by a vote of the members of the limited liability partnership; and (b) the reference in section 1159(1)(b) to the right to appoint or remove a majority of its board of directors is to the right to appoint or remove members holding a majority of the voting rights.

1.7 Except where a contrary intention appears, a reference to a clause, schedule or annex is a reference to a clause of, or schedule or annex to, this agreement.

1.8 Clause, Schedule and paragraph headings shall not affect the interpretation of this agreement.

1.9 A reference to writing or written includes e-mail.

1.10 The Schedules form part of this agreement and shall have effect as if set out in full in the body of this agreement. Any reference to this agreement includes the Schedules.

1.11 If there is an inconsistency between any of the provisions in the main body of this agreement and the Schedules, the provisions in the main body of this agreement shall prevail.

1.12 If the Licensed Software or any of the Services is provided to a Customer in any country listed in Schedule 5, then that schedule shall also apply. In the case of conflict or ambiguity between any provision contained in the body of this agreement and any other schedule and any provision contained in Schedule 5, the provision contained in that schedule shall prevail, but only in respect of the Customer's use of the Licensed Software or receipt of those Services in that country.

1.13 A person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality) and that person's personal representatives, successors or permitted assigns.

2. SCOPE

2.1 The Supplier grants the Licence and shall supply the Supplier Software, the Documentation and the Services to the Customer in accordance with this agreement.

2.2 If control of an entity, or a division or department within an entity that is included within the definition of the "Customer" or an "Affiliate" is sold or otherwise transferred to one or more unrelated third parties, such entity, division or department (Divested Entity) shall nevertheless continue to enjoy the Licence for one year after the Commencement Date of such transfer, provided that the Divested Entity or the legal entity assuming control of the Divested Entity agrees in writing to be bound by this agreement.

2.3 The supply under Clause 2.1 and Price are subject to the terms and conditions set out in this agreement.

3. SOFTWARE AND DOCUMENTATION

3.1 The Supplier shall carry out the Work with reasonable diligence and despatch, and with reasonable skill and expertise, to provide the Supplier Software by the Completion Date.

3.2 The Supplier shall provide the Third-Party Software and any Modified Software (Third Party) to the Customer under the licence terms provided by the relevant third parties, copies of which shall be provided to the Customer, and the Customer agrees to be bound by such licence terms.

3.3 The Supplier shall provide the Supplier Standard Software and any Modified Software (Supplier) under the terms of this agreement.

3.4 The Supplier shall provide to the Customer from time to time copies of the Documentation containing sufficient up-to-date information for the proper use of the Supplier Software. Such Documentation may be supplied in electronic form.

3.5 The Customer may make such further copies of the Documentation as are reasonably necessary for the use of the Supplier Software and for training the Customer's personnel in use of the Supplier Software. The Customer shall ensure that the Supplier's proprietary notices are reproduced in any such copy.

3.6 The Customer may provide copies of the Documentation to any third party who needs to know the information contained in it, provided that such third party first enters into a confidentiality obligation in accordance with Clause 22.3(c).

4. SERVICES

4.1 The Supplier shall provide Software Services

4.2 The Supplier agrees:

(a) to deliver and install the Supplier Software;

(b) to carry out, in conjunction with the Customer, the Acceptance Tests; and

(c) to provide the Supplier Software Ready for Service by the Completion Date,

on the terms and conditions set out in this agreement.

4.3 If requested to do so by the Customer, the Supplier shall:

(a) provide training in accordance with Clause 18 and Schedule 3 and Schedule 4;

(b) make available to the Customer suitably qualified personnel to carry out tasks on a consultancy basis concerning the Work in accordance with this agreement and Schedule 3;

(c) provide the Customer with disaster recovery and business continuity services in accordance with this agreement and Schedule 3 and Schedule 4.

4.4 Time shall be of the essence regarding any date for delivery by the Supplier of any good or service specified in this agreement and the Completion Date under Clause 3.1.

4.5 In performing the Services, the Supplier shall comply with the Customer's reasonable instructions to ensure minimal disruption to the Business.

5. PRE-INSTALLATION TESTING

5.1 Before delivering any item of Supplier Standard Software or Third-Party Software, the Supplier shall carry out reasonable tests to ensure that such item is in operable condition once properly installed.

5.2 The Supplier shall carry out the Pre-Installation Tests on the Modified Software and Bespoke Software before delivery to the Customer in accordance with the following provisions:

(a) no later than 21 days from the date of signing this agreement, the Customer shall deliver to the Supplier proposed user acceptance criteria and test data for the Pre-Installation Tests for each module of Modified Software and Bespoke Software. The Supplier shall provide the Customer with assistance to prepare such user acceptance criteria and test data at the Customer's request at the Supplier's rates then in force. The parties shall use best endeavours to agree the Pre-Installation Test Plan containing the Pre-Installation Tests for each module within ten days from the date of delivery to the Supplier of the proposed criteria and data, and such Pre-Installation Test Plan shall be annexed to this agreement as Annex D;

(b) Within a reasonable time before the Software Delivery Date for each Software Module, the Supplier shall carry out the agreed Pre-Installation Tests for the appropriate Software Module. The Supplier shall give the Customer at least 24 hours' notice of the start of the Pre-Installation Tests and permit the Customer to observe all or any parts of the testing; and

(c) if the Software Module fails to pass the Pre-Installation Tests, the Supplier shall remedy the defects and deficiencies, and the relevant test(s) shall be repeated within a reasonable time.

5.3 If the Software Module fails, in some material respect, to pass the Pre-Installation Tests within four weeks from the date of its second submission to the Pre-Installation Tests, then the Customer may, by written notice to the Supplier, choose at its sole discretion to specify (without prejudice to the Customer's other rights and remedies) a new date for carrying out further tests on the Software Module on the same terms and conditions as are set out in Clause 5.2. If the Software Module fails such further tests, then the Customer may:

(a) request a repeat test under this Clause 5;

(b) permit installation of the Software Module subject to such change of acceptance criteria and/or reduction in the Price as, after taking into account all the relevant circumstances, is reasonable; or

(c) if the Supplier is unable to correct material defects within a period of thirty days from the start of Pre-Installation Tests under Clause 5.2(b), reject the Software Module as not being in conformity with this agreement, and terminate this agreement.

6. SOFTWARE DELIVERY, INSTALLATION AND DELAYS

6.1 The Supplier shall deliver each Software Module by the applicable Software Delivery Date.

6.2 The Supplier shall deliver each Software Module to the Customer on or before the Software Delivery Date for that item.

6.3 The Supplier shall complete installation of each Software Module by the Installation Date for that Software Module.

6.4 The Customer shall be responsible for ensuring that each item of Customer Hardware is installed and is in working order and available to the Supplier no later than the relevant date specified in the Implementation Plan.

6.5 If any delivery is delayed at the request of, or because of the acts or omissions of, the Customer, the Implementation Plan shall be amended to take account of such delay in accordance with Clause 9.5. If the Supplier can demonstrate by documentary evidence that the delay has resulted in an increase in cost to the Supplier of carrying out its obligations under this agreement, the Supplier may, at its discretion, notify the Customer that it wishes to increase the Price by an amount not exceeding any such demonstrable cost. No later than seven working days after receipt of such notification, the Customer shall notify the Supplier whether it agrees to such increase in the Price. If the Customer does not agree, the question of whether the Supplier is entitled to an increase in the Price and, if so, the amount of such increase, shall be determined under the Dispute Resolution Procedure.

6.6 If there is a delay regarding the date when the Supplier Software is scheduled to be Ready for Service and such delay is caused by the acts or omissions of the Supplier or any third party manufacturer, the Supplier shall be liable for any reasonable costs that the Customer can demonstrate it incurred as a direct result of such delay.

7. ACCEPTANCE TESTS

7.1 No later than 21 days from the date of signature of this agreement, the Customer shall deliver to the Supplier proposed user acceptance criteria and test data for the Acceptance Tests for the Supplier Software. These criteria and data shall be such as are reasonably required to show that the Supplier Software complies with the technical specification provided by the Customer to the Supplier. The Supplier shall provide the Customer with reasonable assistance to prepare such user acceptance criteria and test data at the Customer’s request. The parties shall use best endeavours to agree the Acceptance Tests for the Supplier Software within ten days from the date of delivery to the Supplier of the proposed criteria and data.

7.2 The Supplier shall carry out the agreed Acceptance Tests for each Software Module within ten days of its Installation Date. The Acceptance Tests shall be started as soon as reasonably possible after installation and shall be run continuously during Normal Working Hours. The Supplier shall carry out the agreed Acceptance Tests for each Software Module unless the Customer notifies the Supplier, not later than five days after the Installation Date, that it will carry out the Acceptance Tests. The party carrying out the Acceptance Tests shall give the other party at least 24 hours’ notice of the start of the Acceptance Tests and permit the other party to observe all or any part of the testing.

7.3 If any Software Module fails to pass the Acceptance Tests, the Customer shall, within 90 days from the completion of the Acceptance Tests or any part of these tests, provide a written notice to this effect, giving details of such failure(s). The Supplier shall remedy the defects and deficiencies and the relevant test(s) shall be repeated within a reasonable time.

7.4 If any Software Module fails in some material respect to pass any repeated Acceptance Tests within four weeks from the date of its second submission to the Acceptance Tests, then the Customer may, by written notice to the Supplier, choose at its sole discretion:

(a) to fix (without prejudice to the Customer’s other rights and remedies) a new date for carrying out further tests on the Software Module on the same terms and conditions. If the

Software Module fails such further tests then the Customer may request a repeat test under this Clause 7 or to proceed under Clause 7.4(b) or Clause 7.4(c);

(b) to accept the Software Module subject to such change of acceptance criteria and/or reduction in the Price as, after taking into account all the relevant circumstances, is reasonable; or

(c) if the Supplier is unable to correct material defects within a period of thirty days from the commencement of Acceptance Tests under Clause 7.2, to reject the Supplier Software as not being in conformity with the agreement, in which event the Customer may terminate this agreement.

7.5 On completion of all Acceptance Tests on the individual Software Modules as provided in Clause 7.2, Clause 7.3 and Clause 7.4 above, the Supplier shall carry out the agreed Acceptance Tests for the installed Supplier Software as a whole. The relevant provisions of Clause 7.2, Clause 7.3 and Clause 7.4 above shall apply to these Acceptance Tests in the same way as they apply to Acceptance Tests for the individual Software Modules.

7.6 On completion of 7.5 an Acceptance Certificate will be issued for the Customer to sign.

8. ACCEPTANCE

Acceptance of the Supplier Software shall be deemed to have occurred on whichever is the earliest of:

(a) the signing by the Customer of an Acceptance Certificate for the Supplier Software following successful completion of the testing under Clause 7.5;

(b) the expiry of five days after the completion of all the Acceptance Tests, unless the Customer has given any written notice under Clause 7.3; or

(c) the use of the Supplier Software by the Customer in the normal course of its business.

(d) the Customer fails to reply to request for information or feedback for more than 14 days.

9. IMPLEMENTATION PLAN AND EXTENSION OF TIME

9.1 Both parties shall perform their obligations under this agreement in accordance with the Implementation Plan.

9.2 The Supplier shall complete the Work in each stage of the Implementation Plan by the date specified in the Implementation Plan, subject to Clause 9.3.

9.3 The Supplier shall be given an extension of time for completion of any one or more of the stages in the Implementation Plan if one of more of the following events occurs:

(a) a variation to the Supplier Software is made at the Customer's request under the change control procedures set out in Clause 11;

(b) a force majeure event occurs as described in Clause 40; or

(c) a delay is caused in whole or in part by an action or omission of the Customer or its employees, agents or third party contractors.

9.4 If the Supplier is entitled to an extension of time under Clause 9.3, it shall give written notice to the Customer not later than seven days after the beginning of the event. Such notice shall specify the event relied on and, in the case of a force majeure event under Clause 40, shall estimate the probable extent of the delay.

9.5 The Customer Representative and the Project Manager shall use best endeavours to agree in writing, signed by both parties, what extension of time is reasonable in the circumstances. The Implementation Plan shall be deemed amended accordingly.

10. PAYMENT

10.1 The Supplier shall submit invoices in accordance with Schedule 4. The Customer shall make payment of each such invoice within 30 days from date of invoice, provided that the relevant invoice is undisputed and properly issued.

10.2 The Customer shall pay all undisputed Support Charges on the Support Commencement Date and on each anniversary of that date. The Supplier shall invoice the Customer for the Support Charges no later than 30 days before any anniversary of the Support Commencement Date at the invoicing address specified in Schedule 4.

10.3 The Price, the Support Charges and all other payments stated in Schedule 4 are net of tax. The Customer shall, in addition, pay to the Supplier the amount of any tax, duty or assessment, including any applicable VAT which the Supplier is obliged to pay and/or collect from the Customer in respect of any supply under the agreement (other than tax on the Supplier's income).

10.4 If the Customer fails to make any payment due to the Supplier under this agreement by the due date for payment, then, without limiting the Supplier's remedies under Clause 31, the Customer shall pay interest on the overdue amount at the rate of 3% per annum above Barclay Bank's base rate from time to time. Such interest shall accrue on a daily basis from the due date until actual payment of the overdue amount, whether before or after judgment. the Customer shall pay the interest together with the overdue amount.

10.5 In relation to payments disputed in good faith, interest under this clause is payable only after the dispute is resolved.

10.6 The Supplier may increase the Support Charges at any anniversary of the Support Commencement Date after the second such anniversary by giving the Customer at least three months' notice before such anniversary.

10.7 Any such percentage increase shall not exceed whichever is higher:

That of the Relevant Price Index +2% for the Contract Year (or the nearest publication dates to the commencement and expiry dates of the relevant Contract Year, spanning a 12 month period) and each subsequent Contract Year; OR:

A 5% uplift from the previous annual fees

10.8 The Customer shall not be obliged to pay any charges or fees to the Supplier for any Services performed, unless the applicable charges and fees are either specified in this agreement or have been approved in writing in advance by the Customer. Reasonable out-of-pocket expenses, agreed by the parties in writing in advance, may be charged by the Supplier on production of reasonable evidence of expenditure to the Customer.

10.9 All invoices issued by the Supplier under or in connection with this Agreement shall be accompanied by a sufficiently detailed breakdown of the matters being invoiced including the details of time taken to perform services per individual and any additional costs authorised under Clause 10.9.

10.10 For the duration of this agreement, and for a period of six years from termination or expiry of this agreement, the Supplier shall maintain full and accurate records, in accordance with Generally Accepted Accounting Principles, in a form to be approved in writing by the Customer, of all charges, prices, costs and expenses associated with and invoiced in respect of the Supplier Software and the Services and shall, for the duration of this agreement, ensure that monthly management accounts are produced in addition to its annual audited accounts and shall, if requested, promptly provide to the Customer copies of such records and accounts and any other financial information reasonably requested by the Customer.

10.11 At the Customer's request and its expense, the Supplier shall grant access to the Customer or its designated auditors to the premises, records and accounts of the Supplier and its, including its data processing facilities, and to such of its supporting documentation and explanations from Support Staff as is reasonable to ascertain compliance with this agreement and the adequacy of the Supplier's financial standing.

10.12 Such access shall be granted during Normal Business Hours and subject to reasonable prior notice from the Supplier.

10.13 If, on such examination, the Customer determines that any charges, prices, costs or expenses exceed the amounts properly chargeable to, or recoverable from, the Customer, the Supplier shall promptly refund to the Customer the amount overcharged.

10.14 The Customer may withhold payment against any invoice not submitted in accordance with this agreement and shall promptly notify the Suppler in writing of its reason for so doing. If the invoice is disputed in part only, the Supplier shall issue a credit note in respect of the original invoice and issue an invoice for the part not in dispute. On receipt of such an invoice the Customer shall pay that part of the original invoice which it accepts, while any query concerning a disputed sum is resolved.

11. CHANGE CONTROL AND TECHNOLOGY SUBSTITUTION

11.1 The Customer may, by giving written notice to the Supplier at any time during the term of this agreement, request a change to the Supplier Software or the Services.

11.2 Within seven working days of receipt of such notice, the Supplier shall, at its rates then in force, prepare for the Customer a written quote for any increase or decrease in the Price, and of any effect that the requested change would have on the Implementation Plan and Completion Date.

11.3 Within 30 days of receipt of the written quote referred to in Clause 11.2, the Customer shall inform the Supplier in writing of whether or not the Customer wishes the requested change to be made. If the change is required, the Supplier shall not make the requested change until the parties have agreed and signed a written agreement (Change Agreement) specifying, in particular, any changes to the Implementation Plan and Price.

11.4 The Supplier undertakes to offer to the Customer, and the Customer may at any time before the relevant Software Delivery Date and at its sole discretion choose to obtain from the Supplier, any item of software in substitution for any corresponding item of Supplier Software where the substitute item contains new technology or has better performance characteristics than such Supplier Software. As part of the offer, the Supplier shall notify the Customer of any change in the Price which would result from such substitution. If the Customer chooses to obtain any such substitute item, the parties shall use best endeavours to agree and execute a Change Agreement.

12. OWNERSHIP

12.1 The parties agree that, except as expressly provided to the contrary, this agreement does not transfer ownership of, or create any licences (implied or otherwise), in any Intellectual Property Rights in the Supplier Software or the Documentation.

13. SOFTWARE LICENCE

13.1 The Supplier grants, subject to the terms of this agreement, the Customer and its Affiliates the non-exclusive right to use the Licensed Software and Documentation for the following purposes:

(a) any activity in the course of the Business (includes accessing the software for the purpose of demonstration);

(b) the provision of hardware or software facilities management, support, maintenance, development, disaster recovery, back-up, information processing, network or other services relating to the Supplied Software;

(c) the use and storage of data within any database comprised in the Licensed Software and the extraction and re-utilisation of data therefrom, and the amendment or merging of the data or database; and

(d) use in connection with any associated or interconnected networks, including the internet or intranet,

(together, Licensed Purposes).

13.2 The Licensed Software may be used only by Licensed Users except as follows:

(a) the Licence may be extended to contractors employed by the Customer for any of the Licensed Purposes referred to in Clause 13.1(b), provided that each individual to whom this Licence is so extended signs a written confidentiality undertaking addressed to the Supplier to protect the Supplier's Confidential Information;

(b) the Licensed Software may be used on any replacement for all or any part of the Customer Hardware;

(c) the Licence may, with the prior written consent of the Supplier, be extended to additional Licensed Users, and Schedule 5 may be amended accordingly, provided that any appropriate additional fee is paid to the Supplier before such use;

(e) if the Customer Hardware becomes inoperable for any reason, the Licensed Software may be temporarily used on backup equipment until the Customer Hardware is repaired, and the Customer may use the Licensed Software for the purpose of testing whether any such backup equipment is suitable for use while the Customer Hardware is inoperable.

14. TRANSFER OR REPRODUCTION OF LICENSED SOFTWARE

14.1 The Customer may make such copies of the Licensed Software as are reasonably necessary for use in accordance with this Licence and for the purposes of backup and security. The Customer has no right to make, or authorise the making of, any other copies of the Licensed Software.

14.2 The Supplier shall at all times own all copies of all or any part of the Licensed Software. For copies recorded on a tangible medium, the Customer shall place on each copy of all or any part of the Licensed Software a clearly visible label indicating that the copy is the property of the Supplier, and reproducing the Supplier's proprietary rights notice. For electronic copies, the

Customer shall ensure that all proprietary notices contained in the Licensed Software shall be maintained in such copies and shall display when the software is run, in the same way as in the case of the Licensed Software as supplied by the Supplier. The Customer shall keep all copies of the Licensed Software in a secure place when not in use and shall, at all times, keep all such copies in its possession or control.

14.3 Except as permitted under Clause 13.2(a) or Clause 29, the Customer shall not:

(a) sub-license, rent, lend, assign or transfer in any other way the Licence or the Licensed Software to any person without the prior written consent of the Supplier; or

(b) give access to the Licensed Software through any network of computers to users who are not employees or agents of the Customer.

15. USE AND ADAPTATION OF LICENSED SOFTWARE

15.1 The Customer may use the Licensed Software with other software.

15.2 The Customer may not make adaptations or variations of the Licensed Software without the prior consent of the Supplier.

15.3 The Customer may not disassemble, decompile, reverse translate or in any other manner decode the Licensed Software except as permitted by law.

16. SOURCE CODE

16.1 The parties agree that, except as expressly provided to the contrary, this agreement does not transfer ownership of, or create any licences (implied or otherwise), in any Source Code in the Supplier Software or the Documentation.

17. SUPPORT SERVICES

17.1 The Supplier shall supply the Customer with New Releases in machine-readable form together with related amendments to the Documentation. The Supplier may make such New Releases available for downloading over the internet and will promptly notify the Customer when such downloads are available.

17.2 The Supplier shall notify the Customer promptly in writing of the issue of any New Version, specifying the following:

(a) the charge for delivery and installation of the New Version;

(b) the licence fee payable for the New Version;

(c) in what way the New Version differs from the previous version in terms of functionality, performance and compatibility.

17.3 For the avoidance of doubt, nothing in this Agreement shall oblige the Customer to take any New Version, furthermore the Supplier will support any existing versions for a period not less that 24 months beyond the release of any New Version.

17.4 The Supplier shall use all reasonable commercially prudent endeavours to correct Defects notified to it by the Customer in a timely manner appropriate to the seriousness of the circumstances in accordance with the following procedure:

(a) the Customer shall promptly notify the Supplier of all Defects. Where such notification is made orally, the Customer shall provide written confirmation (which may be sent by e-mail) of the notification within two working days;

(b) within two hours of such notification, the Supplier shall acknowledge receipt of the notification and shall determine, in consultation with the Customer, how seriously the Defect affects the Customer's operations;

(c) if a notified Defect halts or substantially impairs the Customer's operations which use the Supported Software, the Supplier shall start work on correcting the Defect within four hours of receipt of such notification, shall use best efforts to correct the Defect within thirty days and shall keep the Customer informed of progress towards correction of the Defect;

(d) if a notified Defect, while not halting or substantially impairing the Customer's operations, causes those operations to become significantly slowed or causes substantial inconvenience, the Supplier shall commence work on correcting the Defect within 48 hours of receipt of such notification and shall use all reasonable efforts to correct the Defect within thirty days

18. TRAINING

18.1 The Supplier undertakes to provide the Training to the Customer.

18.2 Any additional training required by the Customer shall be provided by the Supplier at the Supplier's rates then in force.

18.3 Training shall be carried out at the Customer's premises, or as may otherwise be agreed by the Customer. Any special equipment necessary for the Training shall be provided by the Supplier.

19. SUPPLIER PERSONNEL: SUPPLIER SOFTWARE AND SUPPORT SERVICES

19.1 The Supplier undertakes that its employees and contractors, while on any other premises of the Customer, will comply with all relevant rules and regulations laid down by the Customer from time to time for the behaviour of its own employees and contractors, and any other reasonable requirements of the Customer. The Supplier shall remove any employee or contractor whom the Customer can demonstrate has failed to comply with such rules, regulations and requirements.

19.2 The Supplier shall indemnify the Customer for all loss and damage to the Customer's employees, contractors or property caused by the Supplier's personnel while they are on the Customer's premises.

19.3 The Supplier alone shall be responsible for the supervision, direction, control, wages, taxes, national insurance and benefits of the Support Manager and the Support Staff. The Supplier assumes full responsibility for their acts and omissions and acknowledges that they are not employees or agents of the Customer.

19.4 During the term of this agreement and for a period of six months after its termination neither party shall, without the prior written consent of the other, solicit, or permit any Affiliate or Associate to solicit, the employment of any person who is employed by the other party in the course of developing, supplying, maintaining or supporting the Supplier Software or any part of it. Provided the provisions of this clause do not apply where any person has responded to a general advertising campaign for a relevant role.

20. SUPPLIER SOFTWARE: PROJECT MANAGEMENT

20.1 No later than five days after the Commencement Date, the Customer shall notify the Supplier of the name of the person appointed as the Customer Representative.

20.2 The Supplier shall appoint the Project Manager, who shall have the responsibility and commensurate authority for the overall progress of the Work and to whom all questions regarding this agreement can be referred. The name and qualifications of the appointed individual shall be notified in writing to the Customer Representative.

20.3 The Project Manager shall co-operate with the Customer Representative and shall attend meetings scheduled by the Customer Representative at reasonable intervals to be agreed between the parties to advise and assist the Customer on all matters relating to the Work.

20.4 The Supplier agrees that the Project Manager shall not be replaced before the Acceptance Date without notice to the Customer, unless:

(a) the individual to be replaced is prevented by ill-health from carrying out his or her duties in connection with the agreement for a significant period;

(b) the individual resigns from employment with the Supplier;

(c) the contract of employment of the individual is terminated; or

(d) the Customer makes a reasonable written request to the Supplier to replace the individual because he has performed unsatisfactorily or has caused a breach of any of the Supplier's obligations under this agreement.

20.5 If any such person is replaced, the Supplier shall consult with the Customer Representative about the identity of a suitable replacement.

20.6 The Customer agrees that the Customer Representative shall not be replaced before the Acceptance Date without notice to the Supplier, unless:

(a) the individual to be replaced is prevented by ill-health from carrying out his duties in connection with the agreement for a significant period;

(b) the individual resigns from employment with the Customer;

(d) the Supplier makes a reasonable written request to the Customer to replace the individual because he has performed unsatisfactorily or has caused a breach of any of the Customer's obligations under this agreement.

20.7 If any such person is replaced, the Customer shall consult with the Project Manager about the identity of a suitable replacement.

20.8 The Supplier shall:

(a) take all reasonable steps to maintain continuity in relation to the Support Staff team; and

(b) to the extent possible, give the Customer reasonable written notice of any proposed holiday or leave of absence to be taken by the Support Manager.

21. DEPLOYED SOFTWARE

From time to time Virtual Viewing may use its own software to create, maintain or manage the services provided. The items of software include:

21.1 iBid - iBid is Virtual Viewing's Bid presentation iOS based application and is deployed by Virtual Viewing for the purpose of allowing clients and from time to time Virtual Viewing to update Bid presentations without the need for specialist knowledge. The iBID application is powered by the AppCMS (Application Content Management System) which is Virtual Viewing's own suite of code and modules that allows rapid deployment of self-administrable Apps. iBid and AppCMS uses a number of components written by Virtual Viewing. These components, iBid and AppCMS are written to require each other and as such are not mutually exclusive. iBid and AppCMS need to run on Virtual Viewing servers. At no time does ownership of any part of iBid and AppCMS ever transfer to the client. iBid and AppCMS are solely the property of Virtual Viewing. Upon payment of the necessary Licence fee, Virtual Viewing grants a 1 year licence for the client to use iBid and AppCMS for the purpose of its deployment. Should a client at any stage wish to move away from Virtual Viewing then the content within the iBid and AppCMS databases will be made available to the client. None of the code or components of iBid and AppCMS will be made available. It may be possible for the iBid and AppCMS software to work in conjunction with other hosts' servers should this be a viable option.

21.2 SlimBIM™ - SlimBIM™ is Virtual Viewing's methodology and technology that is deployed by Virtual Viewing for the purpose of creating BIM, SlimBIM™ and Smart Building apps. The

SlimBIM™ application is powered by the AppCMS (Application Content Management System) and SlimBIM™ conversion engine which are Virtual Viewing's own suite of code and modules that allows rapid deployment of Apps and Services. SlimBIM™ and AppCMS uses a number of components written by Virtual Viewing. These components, SlimBIM™ and AppCMS are written to require each other and as such are not mutually exclusive. SlimBIM™ and AppCMS need to run on Virtual Viewing servers. At no time does ownership of any part of SlimBIM™ and AppCMS ever transfer to the client. SlimBIM™ and AppCMS are solely the property of Virtual Viewing. Upon payment of the necessary Licence fee, Virtual Viewing grants a 1 year licence for the client to use SlimBIM™ and AppCMS for the purpose of its deployment. Should a client at any stage wish to move away from Virtual Viewing then the content within the SlimBIM™ and AppCMS databases will be made available to the client. None of the code or components of SlimBIM™ and AppCMS will be made available. It may be possible for the SlimBIM™ and AppCMS software to work in conjunction with other hosts' servers should this be a viable option.

22. LICENCES AND HOSTING

Where licences and hosting fees are applicable it is the responsibility of the client to ensure fees are paid and payments maintained throughout the period that the goods, services and/or software are available to the client. The client should note the payment plan dates and any renewal date given.

The ongoing payment of licenses are required for continued use of apps.

All licences are payable yearly in advance on a 3-year rolling contract.

23. APPS, MiHub AND SaaS SERVICES

The Company provides access to its proprietary applications ("Apps"), the MiHub cloud-based platform ("MiHub"), and associated software and services (together, the "Services") on a Software-as-a-Service ("SaaS") basis.

Access to and use of the Services is conditional upon payment of all applicable licence fees and compliance with these Terms and Conditions.

The Client acknowledges that failure to maintain ongoing licence payments will result in the suspension or termination of access to the Apps, MiHub, and related SaaS Services.

24. SUPPORT SERVICES: CUSTOMER'S OBLIGATIONS

24.1 During the term in which the Support Services are to be provided under Clause 30.2, the Customer shall not, without the Supplier's prior written approval, allow any person other than a representative of the Supplier to modify, repair or maintain any part of the Supported Software.

24.2 The Customer shall co-operate with the Supplier in any manner reasonably required by the Supplier in order to carry out the Work, including provision of information and data, making available suitably qualified employees and contractors of the Customer and, subject to the Supplier's compliance with the Customer's normal security requirements as specified in Schedule 3 shall provide access to the Customer's systems for the purpose of carrying out diagnostics and correction of Defects, provided that system access shall be direct or remote, at the Customer's option, and that, in the latter case, such access will be subject to the Supplier's compliance with any additional requirements for security and encryption techniques or software which may from time to time be specified by the Supplier;

24.3 The Customer may restrict access to certain areas of its premises or systems on security grounds.

24.4 The Customer shall appoint an individual to serve as primary contact with the Supplier for the purpose of the provision of the Support Services, and a deputy to that individual, and shall notify the Supplier of the names of those individuals promptly on their appointment.

25. CONFIDENTIALITY AND PUBLICITY

25.1 Each party undertakes not to use the other party's Confidential Information otherwise than in the exercise and performance of its rights and obligations under this Agreement (Permitted Purposes).

25.2 In relation to the Customer's Confidential Information:

(a) the Supplier shall treat as confidential all Confidential Information of the Customer supplied under this agreement. The Supplier shall not divulge any such Confidential Information to any person except to its own employees and then only to those employees who need to know it for the Permitted Purposes. The Supplier shall ensure that its employees are aware of, and comply with, this Clause 22;

(b) the Supplier may provide any subcontractor relating to the Services with such Customer Confidential Information as it needs to know for the performance of the Services, provided that such subcontractor has first entered into a written obligation of confidentiality owed to the Supplier in terms similar to Clause 22.2(a)(which the Supplier shall ensure is adhered to);

(c) this Clause 22.2 shall remain in full force and effect in the event of any termination of the Licence or this agreement.

25.3 In relation to the Supplier's Confidential Information:

(a) the Customer shall treat as confidential all Supplier Confidential Information contained or embodied in the Supplier Software or Documentation, or otherwise supplied to the Customer during the performance of this agreement;

(b) the Customer shall not, without the prior written consent of the Supplier, divulge any part of the Supplier's Confidential Information to any person other than:

(i) the Customer Representative; and

(ii) other employees of the Customer or any of its Affiliates who need to know it;

(c) the Customer may provide any subcontractor relating to the Services with such Supplier Confidential Information as it needs to know for the Licensed Purposes, provided that such subcontractor has first entered into a written obligation of confidentiality owed to the Customer in terms similar to Clause 22.3(b) (which the Customer shall ensure is adhered to);

(d) the Customer undertakes to ensure that the persons mentioned in Clause 22.3(b) or Clause 22.3(c) are made aware, before the disclosure of any part of the Supplier's Confidential Information, that the same is confidential and that they owe a duty of confidence to the Supplier.

25.4 The restrictions imposed by Clause 22.1, Clause 22.2 and Clause 22.3 shall not apply to the disclosure of any Confidential Information which:

(a) is now in or hereafter comes into the public domain otherwise than as a result of a breach of this Clause 22;

(b) before any negotiations or discussions leading to this agreement was already known by the receiving party (or, in the case of the Customer, any of its Affiliates) and was obtained or acquired in circumstances under which the receiving party was (or, in the case of the Customer, the Customer and its Affiliates were) not bound by any form of confidentiality obligation;

(c) is required by law or regulation to be disclosed to any person who is authorised by law or regulation to receive the same (after consultation, if practicable, with the disclosing party to limit disclosure to such authorised person to the extent necessary).

25.5 Each party shall notify the other party if any of its staff connected with the provision or receipt of the Services becomes aware of any unauthorised disclosure of any Confidential Information and shall afford reasonable assistance to the other party, at that other party's reasonable cost, in connection with any enforcement proceedings which that other party may elect to bring against any person.

25.6 Nothing in this agreement shall prevent either party from using any Tools (knowledge of which is contained in the unaided memory of such party's personnel or those of its Affiliates) developed or disclosed under this agreement, provided that in doing so such party does not breach its obligations of confidentiality under this Clause 22 or breach any Intellectual Property Rights of the other party or any of its Affiliates. An individual's memory is only "unaided" with respect to any information if the individual has not retained a copy of the information and has not intentionally memorised that information other than is required to perform the Services.

25.7 The Supplier may refer to the Customer and this agreement in any publicity or advertising material without first obtaining the Customer's written consent.

25.8 This Clause 22 shall remain in full force and effect in the event of any termination of the Licence or this agreement.

26. SECURITY OF NETWORK AND INFORMATION SYSTEMS

26.1 The Supplier undertakes that it shall not introduce any Virus onto the Customer's electronic network and IT systems and that it has adequate updated protection against Viruses for its own electronic network and IT systems. In this clause, "Virus" means any code which is designed to disrupt, disable, harm or otherwise impede in any manner, including aesthetic disruptions or distortions, the operation of any of the Customer's hardware, software, firmware, computer system or network on which it is installed on or with which it interacts ("Customer Systems"), or would disable in any way its operation based on the elapsing of a period of time, exceeding an authorised number of copies, advancement to a particular date or other numeral, or that would permit the Supplier or any other person to access the Customer Systems to cause such disablement or impairment, or which contains any other similar harmful, malicious or hidden procedures, routines or mechanisms which would cause such programs to cease functioning or to damage or corrupt data, storage media, programs, equipment or communications, or otherwise interfere with operations including, without limitation, computer programs commonly referred to as worms or Trojan horses. All of the systems are in accordance with the Cyber Security Requirements or similar best practice.

27. ANTI-BRIBERY

27.1 The Supplier shall:

(a) comply with all applicable laws, regulations, codes and sanctions relating to anti-bribery and anti-corruption including but not limited to the Bribery Act 2010 (Relevant Requirements);

(b) not engage in any activity, practice or conduct which would constitute an offence under sections 1, 2 or 6 of the Bribery Act 2010 if such activity, practice or conduct had been carried out in the UK;

(c) comply with the Customer's Vendor Code of Conduct (annexed to this agreement at Schedule 2) and, in each case as the Customer may update them from time to time (Code of Conduct).

(d) have and shall maintain in place throughout the term of this agreement its own policies and procedures, including but not limited to adequate procedures under the Bribery Act 2010, to ensure compliance with the Relevant Requirements, the Code of Conduct and Clause 24.1(b), and will enforce them where appropriate;

(e) promptly report to the Customer any request or demand for any undue financial or other advantage of any kind received by the Supplier in connection with the performance of this agreement;

(f) immediately notify the Customer (in writing) if a foreign public official becomes an officer or employee of the Supplier AND/OR acquires a direct or indirect interest in the Supplier (and the Supplier warrants that it has no foreign public officials as officers or employees AND/OR direct or indirect owners at the date of this agreement);

27.2 Without prejudice to Clause 29.2 the Supplier shall ensure that any person associated with the Supplier who is performing services or providing goods in connection with this agreement does so only on the basis of a written contract which imposes on and secures from such person terms equivalent to those imposed on the Supplier in this Clause 24 (Relevant Terms). The Supplier shall in all circumstances be responsible for the observance and performance by such persons of the Relevant Terms, and shall in all circumstances be directly liable to the Customer for any breach by such persons of any of the Relevant Terms.

27.3 Breach of this Clause 24 shall be deemed a material breach, which is irredeemable, under Clause 31.1(a).

27.4 For the purpose of this Clause 24, 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. For the purposes of this Clause 24 a person associated with the Supplier includes but is not limited to any subcontractor of the Supplier.

28. EXPORT

28.1 Neither party shall export, directly or indirectly, any technical data acquired from the other party under this agreement (or any products, including software, incorporating any such data) in breach of any applicable laws or regulations (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.

28.2 Each party undertakes:

(a) 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

(b) 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.

29. WARRANTIES AND COMPLIANCE

29.1 Each party warrants that it has full capacity and authority, and all necessary licences, permits and consents to enter into and perform this agreement and that those signing this agreement are duly authorised to bind the party for whom they sign.

29.2 In performing its obligations under this agreement, the Supplier shall comply with all applicable laws, statutes, regulations and codes from time to time in force and the Supplier will inform the Customer as soon as it becomes aware of any changes in that legislation.

30. INTELLECTUAL PROPERTY RIGHTS AND INDEMNITY

30.1 The intellectual property rights (including copyright) and other proprietary rights in:

Any Input Material shall belong to the Client but the Client agrees to the display of the Input Material on the Site or in the Output Material. The Client warrants that use, display or storage of Input Materials and Client Sites in accordance with this agreement will not infringe the rights of any third party or any applicable laws or regulations

30.2 Any Output Material shall belong to Virtual Viewing Ltd. Subject to payment of all charges outstanding by the Client, Virtual Viewing grants an exclusive license to the Client to use the Output Material for the purpose for which it was created. Output Material created for use on a web site will be granted licence for use on the Client website only, similarly output material created for use on a presentation CD-ROM will be granted licence for use in Client CD-ROM presentations only, that which is created for print will be granted licence for print only and within the purpose intended. Any requirement to use Output Material for any purpose other than that for which it was specifically created will require additional specific licence from Virtual Viewing Ltd.

30.3 Typical required uses of typical Output Material that will require additional specific licence include:

- Telephone system “hold” features.
- Printed material e.g. adverts, promotional material, billboards, business stationery, mail shots.
- Business presentations either printed or computer based e.g. PowerPoint.
- Promotional material including toys, dolls, miscellaneous items including keyrings, packaging and animations.

30.4 Additional licences are negotiated on an individual basis. The Client must request an additional specific licence before undertaking any actions that may be covered by any future additional specific licence.

30.5 The Client undertakes to treat as confidential and keep secret all Server side Programs and CGI Scripts, User names and Pass codes, Directory Structures and all information contained or embodied in the Site (“the Information”) and shall not without the prior written consent of

Virtual Viewing divulge any part of such Information to any person except the Client's own employees and then only to those employees who need to know the same.

30.6 If any third party makes a claim, or notifies an intention to make a claim, against the Customer which may reasonably be considered likely to give rise to a liability under this indemnity (a Claim), the Customer shall:

(a) as soon as reasonably practicable, give written notice of the Claim to the Supplier, specifying the nature of the Claim in reasonable detail.

(b) not make any admission of liability, agreement or compromise in relation to the Claim without the prior written consent of the Supplier (such consent not to be unreasonably conditioned, withheld or delayed).

(c) give the Supplier and its professional advisers access at reasonable times (on reasonable prior notice) to its premises and its officers, directors, employees, agents, representatives or advisers, and to any relevant assets, accounts, documents and records within the power or control of the Customer, so as to enable the Supplier and its professional advisers to examine them and to take copies (at the Supplier's expense) for the purpose of assessing the Claim; and

(d) subject to the Supplier providing security to the Customer to the Customer's reasonable satisfaction against any claim, liability, costs, expenses, damages or losses which may be incurred, take such action as the Supplier may reasonably request to avoid, dispute, compromise or defend the Claim.

30.7 The Supplier shall not in any circumstances have any liability for any claim of infringement of Intellectual Property Rights:

(a) caused solely by the Customer's use of the Supplier Software or any New Release (as the case may be) in combination with software not supplied or approved in writing by the Supplier (other than the operating system of any Customer Hardware, provided that the Supplier was notified of the identity of this operating system before this agreement was entered into); or

(b) resulting solely from any unauthorised modification of the Supplier Software or any New Release (as the case may be) made by, or on behalf of, the Customer.

30.8 If use of the Supplier Software or receipt of the benefit of the Services becomes or, in the opinion of qualified legal counsel, is likely to become, the subject of any such claim, the Supplier may:

(a) replace all or part of the Supplier Software or the New Releases (as the case may be) with functionally equivalent software or documentation without any charge to the Customer;

(b) modify the Supplier Software or the New Releases (as the case may be) as necessary to avoid such claim, provided that the Supplier Software (as amended) functions in substantially the same way as the Supplier Software or the New Releases (as the case may be) before modification;

(c) procure for the Customer a licence from the relevant claimant to continue using the Supplier Software or the New Releases (as the case may be);

30.9 If:

(a) the Supplier Software or any New Release (as the case may be) is determined in a court of law to be infringing;

(b) the Supplier is advised by a barrister of at least ten years' call that use or possession by the Customer or any of its Affiliates of the Licensed Software and/or the Documentation in accordance with this Agreement is likely to constitute infringement of a third party's rights; or

(c) if an injunction or similar order is granted in connection with any claim within the scope of Clause 27.1 which prevents or restricts the use or possession by the Customer or any of its Affiliates of the Licensed Software and/or the Documentation in accordance with this Agreement;

and the Supplier is unable, after best efforts, to procure for the Customer the right to continue using the Supplier Software or the New Release, or to provide the Customer with functionally equivalent non-infringing software, this agreement and the Licence will be terminated without prejudice to the Customer's right to seek further remedies.

30.10 If a payment due from the Supplier under this clause is subject to tax (whether by way of direct assessment or withholding at its source), the Customer shall be entitled to receive from the Supplier such amounts as shall ensure that the net receipt, after tax, to the Customer in respect of the payment is the same as it would have been were the payment not subject to tax.

31. INSURANCE

31.1 The Supplier shall, during the term of this agreement and for seven years thereafter and at its own cost:

(a) effect and maintain in force with reputable insurers approved by the Customer the following insurance policies on terms and conditions approved by the Customer for the payment of a sum up to the amount stated for any claim and in accordance with Good Industry Practice:

(i) public liability insurance policy: £1 million;

(ii) professional indemnity insurance: £1million;

(iii) property damage: £1 million;

(iv) business interruption insurance: £1 million;

(v) cyber risks insurance: £1 million;

(vi) provide evidence of such insurance to the Customer on request;

(c) do nothing to invalidate any such insurance policy or to prejudice the entitlement of the Customer or any of its Affiliates under this agreement;

(d) procure that the terms of such policy shall not be altered in such a way as to diminish the benefit to the Customer or any of its Affiliates of the policies as provided at the date of this agreement.

32. ASSIGNMENT

32.1 The Customer may at any time assign, transfer, mortgage, charge or deal in any other manner with any or all of its rights and obligations under this agreement. The Customer may subcontract or delegate in any manner any or all of its obligations under this agreement to any third party or agent.

32.2 This agreement is personal to the Supplier and the Supplier shall be able to assign, transfer, mortgage, charge, subcontract, declare a trust of or deal in any other manner with any or all of its rights and obligations under this agreement without the prior written consent of the Customer (such consent not to be unreasonably withheld or delayed).

32.3 Each party confirms it is acting on its own behalf and not for the benefit of any other person.

32.4 Notwithstanding Clause 22, a party assigning any or all of its rights under this agreement may disclose to a proposed assignee any information in its possession that relates to this agreement or its subject matter, the negotiations relating to it and the other party which is reasonably necessary to disclose for the purposes of the proposed assignment, provided that no disclosure pursuant to this Clause 29.4 shall be made until notice of the identity of the proposed assignee has been given to the other party.

33. DURATION

33.1 This agreement shall, subject to Clause 30.2, commence on the Commencement Date and shall continue, unless terminated earlier in accordance with Clause 31, until the Work has been completed.

33.2 The Support Services shall commence on the Support Commencement Date and shall continue until the Support Services are terminated in accordance with Clause 31.4(b), unless terminated earlier in accordance with any of the other provisions of Clause 31, notwithstanding a minimum contract period of 12 months

34. TERMINATION

34.1 Without prejudice to any rights that have accrued under this agreement or any of its rights or remedies, either party may at any time terminate this agreement and/or the Support Services with immediate effect by giving written notice to the other party if:

(a) the other party commits a material breach of any term of this agreement (other than failure to pay any undisputed amounts due under this agreement) and (if such breach is remediable) fails to remedy that breach within a period of 30 days after being notified in writing to do so;

(b) the other party repeatedly breaches any of the terms of this agreement in such a manner as to reasonably justify the opinion that its conduct is inconsistent with it having the intention or ability to give effect to the terms of this agreement;

(c) the other party suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due or admits inability to pay its debts or is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986;

(d) the other party commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with its creditors other than for the sole purpose of a scheme for a solvent amalgamation of that other party with one or more other companies or the solvent reconstruction of that other party;

(e) a petition is filed, a notice is given, a resolution is passed, or an order is made, for or on connection with the winding up of that other party other than for the sole purpose of a scheme for a solvent amalgamation of that other party with one or more other companies or the solvent reconstruction of that other party;

(f) an application is made to court, or an order is made, for the appointment of an administrator or if a notice of intention to appoint an administrator is given or if an administrator is appointed over the other party;

(g) the holder of a qualifying floating charge over the assets of that other party has become entitled to appoint or has appointed an administrative receiver;

(h) a person becomes entitled to appoint a receiver over the assets of the other party or a receiver is appointed over the assets of the other party;

(i) a creditor or encumbrancer of the other party attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, the whole or any part of its assets and such attachment or process is not discharged within 14 days;

(j) any event occurs, or proceeding is taken, with respect to the other party in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in Clause 31.1(c) to Clause 31.1(i) (inclusive);

(k) the other party suspends or ceases, or threatens to suspend or cease, to carry on all or a substantial part of its business; or

(l) any warranty given in Clause 27 is found to be untrue or misleading.

34.2 The parties acknowledge and agree that any breach of clauses 17.4 shall constitute a material breach of a term for the purposes of this clause.

34.3 Either party may terminate this agreement in accordance with Clause 42.

34.4 The Customer may terminate:

(a) this agreement immediately by written notice to the Supplier if there is any change of Control of the Supplier or under Clause 5.3(c) or Clause 7.4(c);

(b) the Support Services at or after the expiry of 12 months from the Support Commencement Date by giving at least 90 days' prior written notice; and

(c) this agreement with immediate effect by giving written notice to the Supplier if the Supplier commits a breach of its obligation in Clause 27.9.

34.5 The Customer may terminate the Licence at any time by giving written notice to the Supplier and by complying with Clause 31.6.

34.6 On termination of the Licence, the Customer shall either return to the Supplier or, at the Supplier's option, destroy, in accordance with clause 23.4(f), all material copies of the Licensed Software and Documentation, and shall ensure that any copies of the Licensed Software on hard discs or other storage means associated with any computer equipment owned or controlled by the Customer are permanently deleted.

34.7 This agreement shall automatically terminate on termination or expiry of the Licence, but expiry or any termination of this agreement (however caused) shall have no effect on the Licence.

34.8 Other than as set out in this agreement, neither party shall have any further obligation to the other under this agreement after its termination.

34.9 Any provision of this agreement which expressly or by implication is intended to come into or continue in force on or after termination of this agreement, including Clause 1, Clause 12, Clause 22 to29, and 1 shall remain in full force and effect.

34.10 Termination or expiry of this agreement shall not affect any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination or expiry, including the right to claim damages in respect of any breach of the agreement which existed at or before the date of termination or expiry.

34.11 Notwithstanding its obligations in this Clause 31, if a party is required by any law, regulation, or government or regulatory body to retain any documents or materials containing the other party's Confidential Information, it shall notify the other party in writing of such retention, giving details of the documents and/or materials that it must retain.

34.12 On termination of this agreement for any reason, each party shall as soon as reasonably practicable:

(a) return, destroy or permanently erase (as directed in writing by the other party) any documents, handbooks, CD-ROMs or DVDs or other information or data provided to it by the other party containing, reflecting, incorporating or based on Confidential Information belonging to the other party. If required by the other party, it shall provide written evidence (in the form of a letter signed by an appropriate authority no later than 30 days after termination of this agreement that these have been destroyed and that it has not retained any copies of them (except for one copy that it may use for audit purposes only and subject to the confidentiality obligations in Clause 22), provided that the Customer may retain copies of any Supplier Confidential Information incorporated into the Supplier Software or to the extent necessary to allow it to make full use of the Services and any Supplier Software;

(b) permanently delete any proprietary software belonging to the other party and not the subject of a current licence granted by the other party from its IT network and hard disks or other storage means associated with any computer equipment owned or controlled by the other party. Each party shall provide written confirmation (in the form of a letter signed by an appropriate authority no later than 30 days after termination of this agreement that this software has been deleted;

(c) subject to Clause 31.14(c), return all of the other party's equipment and materials, failing which, the other party may enter the relevant premises subject to reasonable notice and take possession of them. Until these are returned or repossessed, the party in possession shall be solely responsible for their safe-keeping.

34.13 On termination of this agreement for any reason, the Supplier shall:

(a) promptly refund such portion of the Price or Support Charges (as the case may be) as relates to the period after expiry or termination on a pro rata basis;

(b) as soon as reasonably practicable, deliver to the Customer, at no additional charge, all drawings, designs, plans, specifications, programs (including source codes) or other documentation, goods and supplies that it has agreed to supply under this agreement and which exist at the date of termination, whether or not complete, and the Supplier hereby assigns to the Customer ownership of any Intellectual Property Rights in such materials to the extent these have not already been assigned to the Customer in accordance with Clause 12. If the Supplier fails to deliver these materials in accordance with this Clause 31.14 the Customer may enter the premises of the Supplier to take possession of them. Until they have been returned or repossessed, the Supplier shall be solely responsible for their safe-keeping;

(c) as soon as reasonably practicable, vacate the Customer's premises leaving them clean and tidy and removing any goods, materials or equipment belonging to it. Any goods, materials or equipment that have not been removed after 60 days after termination of this agreement may be disposed of by the Customer as it thinks fit;

(d) assist the Customer and its Affiliates and/or the replacement supplier to the extent reasonably required to facilitate the smooth migration of the services to the Customer or the replacement supplier. If termination is by the Customer in accordance with Clause 31.1 or Clause 31.4(a) such co-operation and assistance shall be provided at no cost to the Customer. In all other cases, the Supplier may charge a reasonable sum to cover the cost of providing such co-operation and assistance;

(e) during Normal Working Hours, provide access to the Customer and its Affiliates and any replacement supplier for up to 3 months after termination of this agreement to such information relating to the project and services that remains in the possession or control of the Supplier;

(f) the Supplier shall use all reasonable endeavours, at the Customer's request, to assign or novate, whether in favour of the Customer or any alternative supplier, any contract for services between the Supplier and any third party performing any part of the Services and the Supplier shall use its reasonable endeavours to ensure that the contract for services of any individual performing any part of the Services will include a novation or assignment clause allowing the novation or assignment of the contract to the Customer or an alternative supplier;

(g) the Supplier shall procure that a written record of all Tools shall be delivered promptly to Customer; and

(h) the Supplier shall verify in writing to the Customer that it has complied with the requirements of Clause 31.14.

34.14 The Customer shall not in any circumstances be liable to the Supplier for redundancy payments and staff termination costs arising from termination or expiry of this agreement.

34.15 Either party may terminate the following service provisions and deployments in the following circumstances:

- iBid services may be terminated by either party by giving 6 months' written notice.
- SlimBIM™ services may be terminated by either party by giving 6 months' written notice.

- Cloud Based Services may be terminated by either party by giving 12 months’ written notice.
- MiHub may be terminated by either party by giving 12 months’ written notice.
- TheHomeUserGuide Services may be terminated by either party by giving 12 months’ written notice.
- Mobile Apps and supporting services may be terminated by either party by giving 12 months’ written notice.
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Where the notice period crosses an annual renewal date the additional provision required beyond the date of the renewal will be invoiced at the time of notice and will need to be paid within 30 days of the usual annual renewal date for services and any deployments to continue.

Effect of Termination

Termination of this Agreement shall be without prejudice to any other rights or remedies a party may be entitled to under this Agreement or at law and shall not affect any accrued rights or liabilities of either party.

35. WAIVER

No failure or delay by a party to exercise any right or remedy provided under this agreement or by law shall constitute a waiver of that or any other right or remedy, nor shall it preclude or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall preclude or restrict the further exercise of that or any other right or remedy.

36. REMEDIES

Except as expressly provided in this agreement, the rights and remedies provided under this agreement are in addition to, and not exclusive of, any rights or remedies provided by law.

37. ENTIRE AGREEMENT

37.1 This agreement constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.

37.2 Each party acknowledges that in entering into this agreement it does not rely on, and shall have no remedies in respect of, any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this agreement.

37.3 Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in this agreement.

38. VARIATION

No variation of this agreement shall be effective unless it is in writing and signed by the parties (or their authorised representatives).

39. SEVERANCE

39.1 If any provision or part-provision of this agreement is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of this agreement.

39.2 If any provision or part-provision of this agreement is invalid, illegal or unenforceable, the parties shall negotiate in good faith to amend such provision so that, as amended, it is legal, valid and enforceable, and, to the greatest extent possible, achieves the intended commercial result of the original provision.

40. COUNTERPARTS

This agreement may be executed in any number of counterparts, each of which when executed and delivered shall constitute a duplicate original, but all the counterparts shall together constitute the one agreement.

41. THIRD-PARTY RIGHTS

41.1 Except as expressly provided elsewhere in this agreement, a person who is not a party to this agreement shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this agreement. This does not affect any right or remedy of a third party which exists, or is available, apart from that Act.

41.2 The rights of the parties to terminate, rescind or agree any variation, waiver or settlement under this agreement are not subject to the consent of any other person.

42. NO PARTNERSHIP OR AGENCY

42.1 Nothing in this agreement is intended to, or shall be deemed to, establish any partnership or joint venture between any of the parties, constitute any party the agent of another party, nor authorise any party to make or enter into any commitments for or on behalf of any other party, except as expressly authorised by the Customer or the Supplier (as the case may be).

42.2 The Supplier shall, subject to any express restrictions imposed under this agreement, have complete control of the Work and shall efficiently and competently direct and supervise its employees, agents and subcontractors who are carrying out the Work.

43. FORCE MAJEURE

43.1 Neither party shall be in breach of this agreement nor liable for delay in performing, or failure to perform, any of its obligations under this agreement if such delay or failure results from events, circumstances or causes beyond its reasonable control. In such circumstances the affected party shall be entitled to a reasonable extension of the time for performing such obligations. If the period of delay or non-performance continues for 180 days or more, the party not affected may terminate this agreement by giving 30 days' written notice to the other party.

43.2 If termination occurs under Clause 42.1, all sums paid to the Supplier by the Customer under this agreement shall be refunded to the Customer, except that the Supplier shall be entitled to payment on a quantum meruit basis for all work done before termination, provided that the Supplier takes all reasonable steps to mitigate the amount due.

44. NOTICES

44.1 Any notice or other communication given to a party under or in connection with this contract other than a communication made under clause 24 shall be in writing and shall be:

(a) delivered by hand or by pre-paid first-class post or other next working day delivery service at its registered office (if a company) or its principal place of business (in any other case); or

(b) [tbc]

44.2 Any notice or communication other than a communication made under clause 24 shall be deemed to have been received:

(a) if delivered by hand, on signature of a delivery receipt or at the time the notice is left at the proper address;

(b) if sent by pre-paid first-class post or other next working day delivery service, at 9.00 am on the second Business Day after posting or at the time recorded by the delivery service.

(c) if sent by email, at the time of the transmission (providing the sending party retains written evidence of the transmission).

44.3 This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution. For the purposes of this clause, "writing" shall include e-mail.

45. GOVERNING LAW

45.1 This agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.

45.2 The agreement has been entered into on the date stated at the beginning of it.

46. JURISDICTION

Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this agreement or its subject matter or formation (including non-contractual disputes or claims).