G-Cloud 15 – Cloud Software

Terms and Conditions

Capture Ltd

Introduction

Capture's Terms and Conditions form part of a part of the contractual paperwork we enter into with our clients.

In addition to our Terms and Conditions, customers will be provided with either an Order Confirmation (for the provision of our software) or a Statement of Work (for the provision of our professional services.)

This document includes the lates version of Capture's Terms and Conditions, as at 30th January 2026. At this date, the current version number is 1.8. Capture reserves the right to update its Terms and Conditions.

For the avoidance of doubt, the latest version of Capture's Terms and Conditions can be found at www.capture.co.uk/termsandconditions

In the event of any conflict between an Order Confirmation and the Conditions, the order of precedence shall be the Order Confirmation, the main body of the Conditions (including any document referred to in it), and finally the Schedules to the Conditions.

By signing an Order Confirmation, Capture, and the Customer agree to be bound by the terms of the agreement. The Order Confirmation shall become effective upon the date of the last signature of the Order Confirmation (the **"Signing Date"**) such signature being valid when provided electronically and when provided as counterparts.

Capture Limited, Company registration number: 03669825. Registered in England.
Registered Offices: C/O James Cowper Kreston, 8th Floor South, Reading Bridge House, Reading RG1 8LS
Tel: +44(0) 118 338 0960 Email: hello@capture.co.uk Web: www.capture.co.uk

CAPTURE LTD
TERMS AND CONDITIONS
Version 1.8

There are the terms and conditions ("Conditions") of Capture Limited, a company registered in England and Wales with company number 03669825 whose registered office is at 33-34 Market Place, Reading, Berkshire, England RG1 2DE ("Capture").

1 DEFINITIONS AND INTERPRETATION

The definitions and rules of interpretation in this clause apply in these Conditions.

1.1 Definitions:

Agreement	the agreement between Capture and the Client for the provision of the Services as set out in the Order Confirmation, these Conditions, any Proposal and the other documents referred to therein.
Archiving Policy	Capture's archiving policy as described within the Agreement.
Authorised Users	those employees, independent contractors and other persons of the Client who are entitled to use the Software under the Agreement (and, in the case of the Hosting Services, as further described in clause 3.2.2). The term Authorised User is interchangeable with Administrators and Licenced Users. Such users have access to the Back Office.
Availability	all users being able to access either the Front End or Back Office of the system when the Service is hosted by Capture.
Business Day	any day which is not a Saturday, Sunday or public holiday in the UK.
Business Hours	Normal hours of operation in a Business Day, being Monday to Friday between the hours of 09:00-17:30 (UK time)
Capture Deliverable	a defined level of functionality, either in the Software as a whole or in an individual module thereof, or to be achieved through the supply of Professional Services as more particularly described in the Order Confirmation Statement or Work and/or a Proposal.
Change Request	a Ticket raised, categorised as a Request that details a requirement that falls outside the existing scope of the Services.
Client	the person, firm or company named in the Order Confirmation who is deemed to be the recipient of the Software or Services.
Client Data	the data (including personal data and assets) inputted into the information fields of the Software by the Client, Authorised Users, Capture on the Client's behalf or any

Capture Limited, Company registration number: 03669825. Registered in England.
Registered Offices: C/O James Cowper Kreston, 8th Floor South, Reading Bridge House, Reading RG1 8LS
Tel: +44(0) 118 338 0960 Email: hello@capture.co.uk Web: www.capture.co.uk

	other user of the system.
Client Deliverable	Any information or content that can only be supplied by the Client that is required in order for Capture to fulfil its obligations under the Agreement, chiefly but not exclusively in relation to the provision of Capture Deliverables, the Software or Professional Services.
Client Named Contact	the member of the Client's staff appointed in accordance with clause 7.1.3. The Client Named Contact at the Effective Date shall be named in the Order Confirmation.
Confidential Information	information that is proprietary or confidential and in the case of documentation is either clearly labelled as such or identified as Confidential Information in clause 13.5 or clause 13.6.
Controller, processor, data subject, personal data, personal data breach, processing and appropriate technical and organisational measures	as defined in the Data Protection Legislation.
Data Protection Legislation	the UK Data Protection Legislation and any other European Union legislation relating to personal data and all other legislation and regulatory requirements in force from time to time which apply to a party relating to the use of personal data (including the privacy of electronic communications) and the guidance and codes of practice issued by the relevant data protection or supervisory authority and applicable to a party.
Delivery Date	The date when Services or Software has been accepted in accordance with clause 2 or is otherwise ready for operational use. This date represents the initial date and anniversary of any Periodic Fees as defined in the Order Confirmation and the trigger for any final stage payments for Services. By default, for Periodic Fees, this relates to the Back Office delivery.
Effective Date	The date of this agreement.
Fair Use Policy	the definitions of acceptable boundaries of usage of the service, beyond which it may be deemed necessary for the Service provide to increase Fees in relation to such breach of boundaries. The scope, elements of the service, monitoring, reporting and related pricing are contained with the Fair Use Policy documentation. The definition is contained in Clause 3.4 of the main Agreement.
Fees	the fees payable to Capture, as described in the Order Confirmation. With reference to ongoing, recurring fees, to be referred to as Periodic Fees.
Front End	The area of the Software, whose access is not restricted

Capture Limited, Company registration number: 03669825. Registered in England.
Registered Offices: C/O James Cowper Kreston, 8th Floor South, Reading Bridge House, Reading RG1 8LS
Tel: +44(0) 118 338 0960 Email: hello@capture.co.uk Web: www.capture.co.uk

	to just Authorised Users.
Group	in relation to a company, that company, any subsidiary or any holding company from time to time of that company (as those terms are defined in section 1159 of the Companies Act 2006) and any subsidiary from time to time of a holding company of that company (and **Group Company** shall be construed accordingly).
Hosting Services	the services that Capture provides to allow Authorised Users to access and use the Software, including hosting set-up and ongoing services, as described in the Order Confirmation.
Implementation Services	the configuration, and/or development, services relating to the initial deployment of the Service are detailed in the Order Confirmation.
Inclusive Support Hours	the number of support hours per month that are included in the Periodic Fees.
Knowledge Base	A set of resources made available by Capture via a dedicated web site aimed at providing self serve content to assist Clients with support and training queries.
Maintenance and / or Support (Services)	in relation to the Hosting Services, any error corrections to the Software that Capture may provide or perform, as well as any other support or training services which Capture agrees to provide, all as described in the SLA.
Material	any material contained in or linked to any Client system hosted by Capture.
Minimum Period	the minimum period set out in the Order Confirmation, the start date being the Delivery Date ie the minimum period for which Periodic Fees are due.
Normal Business Hours	09:30 to 17:30 each Business Day.
Order Confirmation	the Order Confirmation issued by Capture to the Client and incorporating these Conditions.
Professional Services	such professional services as are detailed in the Order Confirmation, for example Implementation Services, software development, consultancy, support, training, image manipulation, keywording (assigning keyword metadata to images to enable search) and the distribution of Client's assets through third parties.
Project Plan	any project plan that may be developed as part of the Implementation Services or otherwise agreed by the parties in writing.
Proposal	any documentation supplied to the Client prior to commitment to this Agreement which outlines the scope

Capture Limited, Company registration number: 03669825. Registered in England.
Registered Offices: C/O James Cowper Kreston, 8th Floor South, Reading Bridge House, Reading RG1 8LS
Tel: +44(0) 118 338 0960 Email: hello@capture.co.uk Web: www.capture.co.uk

	of the Services to be provided. This may include but not be limited to standard Specification documentation. A summary of such documentation will be provided in the Order Confirmation. The Proposal documentation, Order Confirmation and this Agreement taken together form the contract between the parties.
Response	the time taken to make an initial reply to a Ticket.
Resolution Plan	a documented plan outlining how a Ticket will be dealt with.
Resolution	activity undertaken by the Supplier to resolve the Ticket.
Software	those 'building block' modules of Capture's proprietary software detailed in the Order Confirmation, which is in machine-readable object code form, including any error corrections, updates, upgrades, modifications and enhancements to it provided to the Client under the Agreement.
Specification	the functionality and performance specifications for the Software including the requirements for each Capture Deliverable.
Statement of Work	A short form Proposal, typically used for providing pricing of specific pieces of Professional Services or addons to the Software as requested by a Client.
Supplier	Capture Ltd, unless otherwise stated
Ticket	a Request or Incident recorded within the Supplier's service desk, by the Client.
UK Data Protection Legislation	all applicable data protection and privacy legislation in force from time to time in the UK including the General Data Protection Regulation ((EU) 2016/679); the Data Protection Act 2018; the Privacy and Electronic Communications Directive 2002/58/EC (as updated by Directive 2009/136/EC) and the Privacy and Electronic Communications Regulations 2003 (SI 2003/2426) as amended.
Update	any update of the Software provided to the Client by the Supplier, including Upgrades. Such changes may vary in frequency, scope and impact from minor patches and regularly scheduled error corrections to feature enhancements or entirely new capabilities.
Upgrade	An Update of Software for which Capture reserves the right to charge the Client an additional payment.
Version	The naming convention used by Capture to track the variants of the Software. Version numbers will change based on a new Update or Upgrade being issued.

Capture Limited, Company registration number: 03669825. Registered in England.
Registered Offices: C/O James Cowper Kreston, 8th Floor South, Reading Bridge House, Reading RG1 8LS
Tel: +44(0) 118 338 0960 Email: hello@capture.co.uk Web: www.capture.co.uk

Virus	any thing or device (including any software, code, file or programme) which may: prevent, impair or otherwise adversely affect the operation of any computer software, hardware or network, any telecommunications service, equipment or network or any other service or device; prevent, impair or otherwise adversely affect access to or the operation of any programme or data, including the reliability of any programme or data (whether by re-arranging, altering or erasing the programme or data in whole or part or otherwise); or adversely affect the user experience, including worms, trojan horses, viruses and other similar things or devices.
Vulnerability	a weakness in the computational logic (for example, code) found in software and hardware components that, when exploited, results in a negative impact to confidentiality, integrity, or availability, and the term **Vulnerabilities** shall be construed accordingly.

1.2 References to clauses and schedules are to the clauses and schedules of these Conditions and references to paragraphs are to paragraphs of the relevant schedule.

1.3 Clause, schedule and paragraph headings shall not affect the interpretation of the Conditions.

1.4 The schedules form part of these Conditions and shall have effect as if set out in full in the body of these Conditions. Any reference to these Conditions includes the schedules.

1.5 If there is an inconsistency between any of the provisions in the documents comprising the Agreement the order of precedence shall be the Order Confirmation, the main body of these Conditions (including any document referred to in it) and finally the schedules.

1.6 A person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).

1.7 A reference to a company shall include any company, corporation or other body corporate, wherever and however incorporated or established.

1.8 Unless the context otherwise requires, words in the singular shall include the plural and vice versa.

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

1.10 A reference to a particular statute or statutory provision is a reference to it as it is in force as at the date of the Agreement. For clarity, any reference to “applicable law” is a reference to each then-current law that is applicable, regardless of whether it was in force as at the date of the Agreement.

1.11 A reference to a statute or statutory provision shall include all subordinate legislation made from time to time under that statute or statutory provision.

1.12 A reference to writing or written includes email (provided the email is supported by a valid server delivery receipt or the recipient provides written confirmation that the email has been received).

1.13 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.

Capture Limited, Company registration number: 03669825. Registered in England.
Registered Offices: C/O James Cowper Kreston, 8th Floor South, Reading Bridge House, Reading RG1 8LS
Tel: +44(0) 118 338 0960 Email: hello@capture.co.uk Web: www.capture.co.uk

2 DELIVERY AND ACCEPTANCE

2.1 Capture may appoint a named contact, who shall have the authority to contractually bind Capture on all matters relating to the Agreement. Capture shall use reasonable endeavours to ensure continuity of the Capture named contact but has the right to replace that individual from time to time where reasonably necessary in the interests of Capture's business.

2.2 If Capture has agreed to provide Professional Services, Capture shall use commercially reasonable endeavours to perform these services in accordance with any timetable that may be set out in the Order Confirmation. Capture and the Client shall use reasonable endeavours to meet the dates in the timetable.

2.3 On delivery of each Capture Deliverable to the Client, the Client shall review the Capture Deliverable to confirm that they function in conformance with the Specification and any agreed tests set out in the Order Confirmation.

2.4 If the Client does not provide any written comments within a five-day period described above, or if the Capture Deliverable is found to conform with the Specification, which ever is sooner, the Capture Deliverable shall be deemed accepted. The date on which this occurs will be deemed to be the Delivery Date.

2.5 Should the Client fail to provide any Client Deliverables within a reasonable timeframe or if the Client uses the Software for any commercial purpose, Capture reserves the right to deem the Service delivered.

2.6 While the Software may be configured or developed by Capture, Capture does not warrant that the operation of the Software will be uninterrupted or error-free. After the Delivery Date such Software will be maintained in accordance with the Maintenance and Support (in the case of the Hosted Services) and the On Premise Maintenance (in the case of the case of On Premise Services).

3 HOSTING SERVICES

3.1 Capture shall perform the Hosting Services in accordance with the relevant Service Levels which shall apply with effect from the relevant Delivery Date.

3.2 In relation to Authorised Users:

3.2.1 the Client's access to the Back Office shall be limited to the number of individual Authorised Users detailed in the Order Confirmation;

3.2.2 the Client shall maintain a written list of current Authorised Users of the Software, and the Client shall provide such list to Capture as may be reasonably requested by Capture from time to time;

3.2.3 the Client shall ensure that each Authorised User (a) keeps a secure, strong andpassword that is changed regularly and is unique for their use of the Software in accordance with Capture's security policy as notified to the Client from time to time; and (b) keeps their password confidential;

3.2.4 Capture shall not have access to the Authorised Users' passwords but may audit the number of Authorised Users and their use of the Software as required, doing so with reasonable prior notice;

3.2.5 if such audit reveals that passwords have been provided to individuals who are not Authorised Users, and without prejudice to Capture's other rights, Capture reserves the right to (a) require the Client to promptly disable such passwords and not issue any new passwords to such individuals; or (b) Capture shall be entitled to charge Fees for the additional users in line with the pricing outlined in the Order Confirmation document. Capture may not charge without advanced written notice to Client and shall give Client 10 days in which to cure any breach

Capture Limited, Company registration number: 03669825. Registered in England.
Registered Offices: C/O James Cowper Kreston, 8th Floor South, Reading Bridge House, Reading RG1 8LS
Tel: +44(0) 118 338 0960 Email: hello@capture.co.uk Web: www.capture.co.uk

before charging additional fees;

3.2.6 the Client may allow any number of users to access the website Front End facilities of the Software via the internet. The Client is fully responsible for controlling access to the Software including management of usernames and password strength that provide access to the Software.

3.3 Capture shall have the right to display a proprietary mark (such as “Powered by Capture”) containing a link to Capture’s website on any initial pages, log-in or sign-in pages or help pages displayed by the Software. The specific wording, location, size and colour of the proprietary marks shall be agreed between by the parties provided always that it shall be in keeping with the look and feel of the Client’s website.

3.4 Fair Use Policies

3.4.1 In addition to the requirement for the Client to report and pay for the appropriate number of Authorised Users, Capture operates a Fair Use Policy covering other aspects of the Services. The Policy is provided in schedule three of the Agreement.

4 ON PREMISES SOLUTIONS

4.1 If Capture has agreed to provide on premises solutions, specific terms will be applied which are available on request. This will be added as a separate schedule to this agreement.

5 CLIENT DATA

5.1 The Client shall to the extent permitted by applicable law, own all rights, title and interest in and to all of the Client Data that is not personal data and shall have sole responsibility for the legality, reliability, integrity, accuracy and quality of such Client Data.

5.2 Capture shall follow its Archiving Policy and associated procedures for Client Data as described in the Archiving Policy. In the event of any loss or damage to Client Data, that is properly archived in accordance with Capture’s Archiving Policy, except to the extent such Client Data constitutes personal data, the Client's sole and exclusive remedy against Capture shall be for Capture to use reasonable commercial endeavours to restore the lost or damaged Client Data from the latest back-up of such Client Data maintained by Capture in accordance with the Archiving Policy. Capture shall not be responsible for any loss, destruction, alteration or disclosure of Client Data caused by any third party engaged or authorized by the Client to process Client Data (except those third parties sub-contracted by Capture to perform Services related to Client Data maintenance and back-up for which Capture shall remain fully liable under clause 5.7).

5.3 Both parties will comply with all applicable requirements of the Data Protection Legislation. This clause 5 is in addition to, and does not relieve, remove or replace, a party's obligations or rights under the Data Protection Legislation.

5.4 The parties acknowledge that for the purposes of the Data Protection Legislation, the Client is the controller and Capture is the processor. Schedule Two sets out an example of the scope, nature and purpose of processing by Capture, the duration of the processing and the types of personal data and categories of data subject. The parties agree to complete this schedule and attach to the Order Confirmation, as necessary.

5.5 Without prejudice to the generality of clause 5.3, the Client will ensure that it has all necessary appropriate consents and notices in place to enable lawful transfer of the personal data to Capture and any going usage for the duration and purposes of the Agreement.

5.6 Without prejudice to the generality of clause 5.3, Capture shall, in relation to any Client Data processed in connection with the performance by Capture of its obligations under the Agreement:

5.6.1 process that Client data only on the basis described in this Agreement or in accordance with such other written instructions as the Client may give to Capture unless Capture is required by

Capture Limited, Company registration number: 03669825. Registered in England.
Registered Offices: C/O James Cowper Kreston, 8th Floor South, Reading Bridge House, Reading RG1 8LS
Tel: +44(0) 118 338 0960 Email: hello@capture.co.uk Web: www.capture.co.uk

the laws of any member of the European Union or by the laws of the European Union applicable to Capture and/or Domestic UK Law (where Domestic UK Law means the UK Data Protection Legislation and any other law that applies in the UK) to process personal data ("Applicable Laws"). Where Capture is relying on Applicable Laws as the basis for processing personal data, Capture shall promptly notify the Client of this before performing the processing required by the Applicable Laws unless those Applicable Laws prohibit Capture from so notifying the Client;

5.6.2 ensure that it has in place appropriate technical and organisational measures, reviewed and approved by the Client, to protect against unauthorised or unlawful processing of Client Data and against accidental loss or destruction of, or damage to, Client Data, appropriate to the harm that might result from the unauthorised or unlawful processing or accidental loss, destruction or damage and the nature of the data to be protected, having regard to the state of technological development and the cost of implementing any measures (those measures may include, where appropriate, pseudonymising and encrypting personal data, ensuring confidentiality, integrity, availability and resilience of its systems and services, ensuring that availability of and access to personal data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of the technical and organisational measures adopted by it). Capture shall ensure that any person(s) authorised to process Client Data have committed themselves to confidentiality or are under an appropriate statutory obligation of confidentiality;;

5.6.3 not knowingly transfer any personal data outside of the European Economic Area and the United Kingdom unless the prior written consent of the Client has been obtained and the following conditions are fulfilled:

5.6.3.1 the Client or Capture has provided appropriate safeguards in relation to the transfer;

5.6.3.2 the data subject has enforceable rights and effective legal remedies;

5.6.3.3 Capture complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any personal data that is transferred; and

5.6.3.4 Capture complies with reasonable instructions notified to it in advance by the Client with respect to the processing of the personal data.

5.6.4 assist the Client, at the Client's cost, in responding to any request from a data subject and in ensuring compliance with its obligations under the Data Protection Legislation with respect to security, breach notifications, impact assessments and consultations with supervisory authorities or regulators;

5.6.5 notify the Client without undue delay on becoming aware of a breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to, Client Data (a "Security Incident") and provide any and all information relating to such Security Incident as requested by Client immediately as it becomes available, including any information as reasonably required to assist Client in evaluating its obligations under any applicable law (including Data Protection Legislation) and notifying a Security Incident in accordance with applicable law;

5.6.6 at the written direction of the Client, delete or return all Client Data and copies thereof to the Client on termination of the agreement unless required by Applicable Law to store the personal data; and

5.6.7 maintain complete and accurate records and information to demonstrate its compliance with this clause and allow for audits by the Client or the Client's designated auditor and immediately inform the Client if, in the opinion of Capture, an instruction infringes the Data Protection Legislation.

5.7 The Client consents to Capture appointing the third-party processor(s) named in a completed version of schedule 2 to process personal data under the Agreement. Capture confirms that it has entered or (as the case may be) will enter with the third-party processor into a written agreement substantially on that third party's standard terms of business and Capture shall be

Capture Limited, Company registration number: 03669825. Registered in England.
Registered Offices: C/O James Cowper Kreston, 8th Floor South, Reading Bridge House, Reading RG1 8LS
Tel: +44(0) 118 338 0960 Email: hello@capture.co.uk Web: www.capture.co.uk

responsible for ensuring that these reflect the requirements of the Data Protection Legislation. As between the Client and Capture, Capture shall remain fully liable for all acts or omissions of any third-party processor appointed by it pursuant to this clause 5.

5.8 Either party may, at any time on not less than 30 days' notice, revise this clause 5 by replacing it with any applicable controller to processor standard clauses or similar terms forming party of an applicable certification scheme.

6 CAPTURE'S OBLIGATIONS

6.1 Capture undertakes that the Services will be performed in accordance with the Specification and with reasonable skill and care.

6.2 The undertaking at clause 6.1 shall not apply to the extent of any non-conformance which is caused by use of the Software contrary to Capture's instructions or modification or alteration of the Software by any party other than Capture or Capture's duly authorised contractors or agents. If the Software does not conform with the foregoing undertaking, Capture will, at its expense, use reasonable commercial endeavours to correct any such non-conformance promptly, or provide the Client with an alternative means of accomplishing the desired performance. Such correction or substitution constitutes the Client's sole and exclusive remedy for any breach of the undertaking set out in clause 6.1. Notwithstanding the foregoing, Capture does not warrant that the Software and Services will be free from Vulnerabilities or that the Client's use of the Software and the Services will be uninterrupted or error-free.

6.3 The Agreement shall not prevent Capture from entering into similar agreements with third parties, or from independently developing, using, selling or licensing materials, products or services (for clarity, excluding any Material or other intellectual property of the Client) which are similar to those provided under the Agreement.

7 CLIENT'S OBLIGATIONS

7.1 The Client shall:

7.1.1 provide Capture with:

7.1.1.1 all reasonably necessary co-operation in relation to the Agreement; and

7.1.1.2 all necessary access to such information as may reasonably be required by Capture;

in each and every case, in order to render the Services, including Client Data, security access information and software interfaces to the Client's other business applications;

7.1.2 provide such assistance from its personnel as may be reasonably requested by Capture from time to time.

7.1.3 appoint the Client Named Contact, who shall have the authority to contractually bind the Client on all matters relating to the Agreement. The Client shall use reasonable endeavours to ensure continuity of the Client Named Contact;

7.1.4 without affecting its other obligations under the Agreement, comply with all applicable laws and regulations with respect to its activities under the Agreement; and

7.1.5 carry out all other Client responsibilities set out in the Agreement in a timely and efficient manner. In the event of any delays in the Client's provision of such assistance as agreed by the parties, Capture may adjust any agreed timetable as reasonably necessary.

7.2 In relation to the Software:

7.2.1 Capture hereby grants to the Client on and subject to the terms and conditions of the Agreement

Capture Limited, Company registration number: 03669825. Registered in England.
Registered Offices: C/O James Cowper Kreston, 8th Floor South, Reading Bridge House, Reading RG1 8LS
Tel: +44(0) 118 338 0960 Email: hello@capture.co.uk Web: www.capture.co.uk

a non-exclusive, and subject to clause 23.1 non-transferable licence to allow Authorised Users to access the Software through the Hosting Services and to use the Software solely for the Client's business purposes;

7.2.2 the Client shall not store, distribute, introduce or transmit through the Hosting Services:

7.2.2.1 any Virus,

7.2.2.2 any Vulnerability; or

7.2.2.3 any Material that is unlawful, harmful, threatening, defamatory, obscene, infringing, harassing or racially or ethnically offensive; facilitates illegal activity; depicts sexually explicit images; or promotes unlawful violence, discrimination based on race, gender, colour, religious belief, sexual orientation, disability, or any other illegal activities;

7.2.3 the Client shall not use the Services:

7.2.3.1 to undertake online activities which do not comply with applicable consumer law;

7.2.3.2 to send “spam mail” (i.e. unsolicited mass communications);

7.2.3.3 in a manner which infringes third party rights in any proprietary material; or

7.2.3.4 so as to violate the security of any website or engage in the unauthorised decryption of protected material;

7.2.4 the rights provided under this clause 7 are granted to the Client only, and shall not be considered granted to any Group Company;

7.2.5 the Client shall not:

7.2.5.1 attempt to copy, duplicate, modify, create derivative works from or distribute all or any portion of the Software except to the extent expressly set out in these Conditions or as may be allowed by any applicable law which is incapable of exclusion by agreement between the parties; or

7.2.5.2 attempt to reverse compile, disassemble, reverse engineer or otherwise reduce to human-perceivable form all or any part of the Software, except as may be allowed by any applicable law which is incapable of exclusion by agreement between the parties; or

7.2.5.3 access all or any part of the Software or Hosting Services in order to build a product or service which competes with the Software and/or the Services; or

7.2.5.4 distribute, resell, licence or rent the Software or Hosting Services to any other person or organisation or otherwise commercially exploit them; or

7.2.5.5 subject to clause 23.1, transfer, temporarily or permanently, any of its rights under the Agreement, or

7.2.5.6 attempt to obtain, or assist third parties in obtaining, access to the Software, other than as provided under this clause 7.2.5; and

7.2.6 the Client shall use reasonable endeavours to prevent any unauthorised access to, or use of, the Software and notify Capture promptly of any such unauthorised access or use.

7.3 The Client is solely responsible for the accuracy, legality, currency and compliance of its Material and will be solely liable for false, misleading, inaccurate, infringing, illegal or other actionable Material contained or referred to therein.

7.4 The Client is responsible for maintaining the confidentiality and security of its internet account

Capture Limited, Company registration number: 03669825. Registered in England.
Registered Offices: C/O James Cowper Kreston, 8th Floor South, Reading Bridge House, Reading RG1 8LS
Tel: +44(0) 118 338 0960 Email: hello@capture.co.uk Web: www.capture.co.uk

and use including use of its unique logon IDs.

The Client acknowledges and agrees that Capture may be required by a law enforcement agency to monitor the Client's systems content and traffic and if necessary give evidence of the same together with use of the logon ID to support or defend any dispute or actionable cause or matter which arises in relation to the same, provided that, to the extent Capture is legally permitted to do so, Capture gives the Client as much notice of such actions as possible and, where such notice is not prohibited and is given in accordance with this clause 7.5, it takes into account the reasonable requests of the other party in relation to the content of such disclosure.

7.5 The Client shall indemnify Capture fully against all liabilities, costs and expenses which Capture may incur as a result of:

7.5.1 work done in accordance with the Client's instructions in hosting of the Software or any other Client system; and

7.5.2 any breach of the terms of this clause 7.

8 NON-SOLICITATION

8.1 In order to protect Capture's legitimate business interests the Client covenants with Capture for itself and as agent for each Group Company that it shall not (and shall procure that no member of the Client's Group shall) (except with Capture's prior written consent:

8.1.1 attempt to solicit or entice away; or

8.1.2 solicit or entice away;

from Capture's employment or service the services of any Restricted Person other than by means of a national advertising campaign open to all-comers and not specifically targeted at such staff of Capture; or

8.1.3 deliberately employ or engage or otherwise facilitate the employment or engagement of any Restricted Person.

8.2 The Client shall be bound by the covenant set out in clause 8.1 during the term of the Agreement, and for a period of 6 months after termination of the Agreement.

8.3 If the Client commits any breach of this clause, the Client shall, on demand, pay to Capture a sum equal to one year's basic salary or the annual fee that was payable by Capture to the Restricted Person plus the recruitment costs incurred by Capture in replacing such person. The parties confirm that these liquidated damages are reasonable and proportionate to protect Capture's legitimate interest in performance.

9 FEES AND PAYMENT

9.1 Subject to clause 9.33, the Fees shall be set out in the Order Confirmation.

9.2 Periodic Fees will commence on the Delivery Date of either the Back Office or Front End.

9.3 Capture may change any Periodic Fees after giving the Client 30 days' written notice. Unless otherwise stipulated in the Order Confirmation, at a minimum Capture's annual price increases shall be in line with the UK Consumer Prices Index (CPI) in the preceding 12 months.

9.4 If Capture provides services that are not covered by the Fees, Capture shall be entitled to make an addition charges for the provision of the services ("**Additional Charge"**) to the Client at its then prevailing rate card. The following are examples of where Additional Charges would apply: site visits, training, help requests covered in the help files and help requests, the responses to which have already been communicated in writing, technical support relating to equipment or software or infrastructure which is not proprietary to Capture or under Capture's control, system

Capture Limited, Company registration number: 03669825. Registered in England.
Registered Offices: C/O James Cowper Kreston, 8th Floor South, Reading Bridge House, Reading RG1 8LS
Tel: +44(0) 118 338 0960 Email: hello@capture.co.uk Web: www.capture.co.uk

security, storage, overage on connectivity, support, fixed time based services and backup and archiving, additional development, additional User Licenses or software modules.

9.5 The Client shall pay the Fees and any Additional Charges, and shall reimburse Capture for all actual, reasonable travel expenses including airfare, hotel and meals incurred by Capture in performance of the Services, such expenses to be agreed in advance by the parties.

9.6 All Fees, Additional Charges and expenses are exclusive of value added tax, which shall be added to Capture's invoice(s) at the appropriate rate and must be paid in pounds sterling.

9.7 Unless otherwise stated, Fees payable on a periodic basis must be paid by direct debit, standing order or bank transfer (using such payment details as Capture notifies to the Client from time to time) and the Client agrees to assist Capture in setting up the agreed payment method.

9.8 Capture shall invoice the Client at the intervals detailed in the Order Confirmation.

9.9 Each invoice is due and payable 30 days after the invoice date, unless otherwise agreed

9.10 The Client shall provide Capture with complete and accurate billing and contact information at all times during the term of the Agreement.

9.11 If Capture has not received payment within five days after the due date, and without prejudice to any other rights and remedies of Capture:

9.11.1 Capture shall be under no obligation to provide any or all of the Services while the invoice(s) concerned remain unpaid; and

9.11.2 interest shall accrue on a daily basis on such due amounts at an annual rate equal to ~~4%~~ 8% over the Bank of England base rate l~~ending rate of Clydesdale Bank Plc~~ from time to time (but at 8% a year for any period when that base rate is below 0%), commencing on the due date and continuing until fully paid, whether before or after judgment.

10 INCIDENTS

10.1 The Client must, in every case, log all errors or problems on Capture's on-line support reporting system as soon as possible. For details are provided in Schedule One, Clause7.

11 CHANGE CONTROL

11.1 If either party requests a change to the scope or execution of the Services, Capture shall, within a reasonable time, provide a written estimate to the Client of:

11.1.1 the likely time required to implement the change;

11.1.2 any variations to the Fees arising from the change;

11.1.3 the likely effect of the change on the Project Plan; and

11.1.4 any other impact of the change on the terms of the Agreement.

11.2 If Capture requests a change to the scope of the Services, the Client shall discuss such changes with Capture in good faith.

11.3 If the Client wishes Capture to proceed with the change, Capture has no obligation to do so unless and until both parties have signed a document confirming the agreed variations to the charges, the Project Plan and any other relevant terms of the Agreement to take account of the change.

12 PROPRIETARY RIGHTS

Capture Limited, Company registration number: 03669825. Registered in England.
Registered Offices: C/O James Cowper Kreston, 8th Floor South, Reading Bridge House, Reading RG1 8LS
Tel: +44(0) 118 338 0960 Email: hello@capture.co.uk Web: www.capture.co.uk

12.1 The Client acknowledges and agrees that Capture and/or its licensors own all intellectual property rights in the Software and the Services. Except as expressly stated herein, the Agreement does not grant the Client any rights to, or in, patents, copyrights, database rights, trade secrets, trade names, trade marks (whether registered or unregistered), or any other rights or licences in respect of the Software, Services or any related documentation.

12.2 Capture confirms that it has all the rights in relation to the Software that are necessary to grant all the rights it purports to grant under, and in accordance with, the terms of the Agreement.

13 CONFIDENTIALITY AND COMPLIANCE WITH POLICIES

13.1 Each party may be given access to Confidential Information from the other party in order to perform its obligations under the Agreement. A party's Confidential Information shall not include information that:

13.1.1 is or becomes publicly known other than through any act or omission of the receiving party; or

13.1.2 was in the other party's lawful possession before the disclosure; or

13.1.3 is lawfully disclosed to the receiving party by a third party without restriction on disclosure; or

13.1.4 is independently developed by the receiving party, which independent development can be shown by written evidence; or

13.2 Subject to clause 13.4, each party shall hold the other's Confidential Information in confidence and, unless required by law, not make the other's Confidential Information available to any third party, or use the other's Confidential Information for any purpose other than the implementation of the Agreement.

13.3 Each party shall take all reasonable steps to ensure that the other's Confidential Information to which it has access is not disclosed or distributed by its employees or agents in violation of the terms of the Agreement.

13.4 A party may disclose Confidential Information to the extent such Confidential Information is required to be disclosed by law, by any governmental or other regulatory authority or by a court or other authority of competent jurisdiction, provided that, to the extent it is legally permitted to do so, it gives the other party as much notice of such disclosure as possible and, where notice of disclosure is not prohibited and is given in accordance with this clause 13.4, it takes into account the reasonable requests of the other party in relation to the content of such disclosure.

13.5 The Client acknowledges that information about the Software, Services, the results of any performance tests of the Software, Capture’s general business activities including but not limited to its staff, contractors, partners and clients and its business activities in relation to the Client shared in any form including orally, in digital or paper form all constitute Capture's Confidential Information.

13.6 Capture acknowledges that the Client Data is the Confidential Information of the Client. The parties acknowledge that the terms of this Agreement also present the Confidential Information of both parties.

13.7 No party shall make, or permit any person to make, any public announcement concerning the Agreement without the prior written consent of the other parties (such consent not to be unreasonably withheld or delayed), except as required by law, any governmental or regulatory authority (including any relevant securities exchange), any court or other authority of competent jurisdiction.

13.8 The above provisions of this clause 13 shall survive termination of the Agreement, however arising.

14 INDEMNITY

Capture Limited, Company registration number: 03669825. Registered in England.
Registered Offices: C/O James Cowper Kreston, 8th Floor South, Reading Bridge House, Reading RG1 8LS
Tel: +44(0) 118 338 0960 Email: hello@capture.co.uk Web: www.capture.co.uk

14.1 The Client shall defend, indemnify and hold harmless Capture, its officers, directors and employees, agents and subcontractors against third party claims, actions, proceedings, losses, damages, expenses and costs (including without limitation court costs and reasonable legal fees) ("Losses") arising out of or in connection with (a) any infringement or alleged infringement or misappropriation of any third party's intellectual property rights resulting solely from Client's use of the Software or Services, provided that Capture has provided the Software and Services in accordance with the Client's instructions in hosting of the Software or any other Client system, (b) the Client's or its employees', agents', or sub-contractors' breach of any provision of this Agreement or any warranty, covenant or representation contained herein and (c) the Client's or its employees', agents', or sub-contractors' fraud, gross negligence, wilful misconduct, or failure to comply with applicable laws and regulations in the performance of this Agreement, provided that:

:

14.1.1 the Client is given prompt notice of any such claim;

14.1.2 Capture provides reasonable co-operation to the Client in the defence and settlement of such claim, at the Client's expense; and

14.1.3 the Client is given sole authority to defend or settle the claim.

14.2 Capture shall defend the Client, its officers, directors and employees against any claim that the use of Software by the Client in accordance with the Agreement infringes any United Kingdom patent effective as of the Effective Date, copyright, database right or right of confidentiality, and shall indemnify the Client for any amounts awarded against the Client in final or unappealed judgment or settlement of such claims, provided that:

14.2.1 Capture is given prompt notice of any such claim;

14.2.2 the Client provides reasonable co-operation to Capture in the defence and settlement of such claim, at Capture's expense; and

14.2.3 Capture is given sole authority to defend or settle the claim.

14.3 In the defence or settlement of the claim, Capture may obtain for the Client the right to continue using the Software, replace or modify the Software so that it becomes non-infringing or, if such remedies are not reasonably available, terminate the Agreement without liability to the Client. Capture shall have no liability if the alleged infringement is based on:

14.3.1 a modification of the Software by anyone other than Capture; or

14.3.2 the Client's use of the Software in a manner contrary to the instructions given to the Client by Capture; or

14.3.3 the Client's use of the Software after notice of the alleged or actual infringement from Capture or any appropriate authority.

14.4 The foregoing and clause 15.5.2 state the Client's sole and exclusive rights and remedies, and Capture's entire obligations and liability, for patent, copyright, database or right of confidentiality infringement.

15 LIMITATION OF LIABILITY

15.1 This clause 15 sets out the entire financial liability of Capture (including any liability for the acts or omissions of its employees, agents and sub-contractors) to the Client:

15.1.1 arising under or in connection with the Agreement;

15.1.2 in respect of any use made by the Client of the Services, the Software, the Capture Deliverables

Capture Limited, Company registration number: 03669825. Registered in England.
Registered Offices: C/O James Cowper Kreston, 8th Floor South, Reading Bridge House, Reading RG1 8LS
Tel: +44(0) 118 338 0960 Email: hello@capture.co.uk Web: www.capture.co.uk

or any part of them; and

15.1.3 in respect of any representation, misrepresentation (whether innocent or negligent), statement or tortious act or omission (including negligence) arising under or in connection with the Agreement.

15.2 Except as expressly and specifically provided in the Agreement:

15.2.1 the Client assumes sole responsibility for results obtained from the use of the Software and the Services by the Client, and for conclusions drawn from such use. Capture shall have no liability for any damage caused by errors or omissions in any information, instructions or scripts provided to Capture by the Client in connection with the Services, or any actions taken by Capture at the Client's direction; and

15.2.2 all warranties, representations, conditions and all other terms of any kind whatsoever implied by statute or common law are, to the fullest extent permitted by applicable law, excluded from the Agreement.

15.3 Nothing in the Agreement excludes the liability of Capture:

15.3.1 for death or personal injury caused by Capture's negligence; or

15.3.2 for fraud or fraudulent misrepresentation.

15.4 The Service Levels state the Client's full and exclusive right and remedy, and Capture's only obligation and liability in respect of, the performance and/or availability of the Service, or their non-performance and non-availability.

15.5 Subject to clause 15.3 and clause 15.4:

15.5.1 Capture shall not be liable whether in tort (including for negligence or breach of statutory duty), contract, misrepresentation (whether innocent or negligent), restitution or otherwise for any loss of profits, loss of business, depletion of goodwill and/or similar losses or loss or corruption of data or information, or pure economic loss, or for any special, indirect or consequential loss costs, damages, charges or expenses however arising under the Agreement; and

15.5.2 Capture's total aggregate liability in contract (including in respect of the indemnity at clause 14), tort (including negligence or breach of statutory duty), misrepresentation (whether innocent or negligent), restitution or otherwise, arising in connection with the performance or contemplated performance of the Agreement shall be limited to the lower of (a) the Fees paid for the Services during the six months preceding the date on which the claim arose and (b) the prevailing limit specified in Capture's professional indemnity insurance policy.

15.6 The Client agrees that the allocation of risk that is defined in this clause is reflected in the level of the Fees charged by Capture, in the fact that the Software cannot be tested in every possible combination of circumstances and the fact that it is not in Capture’s control how the Client uses the Software and the Services.

16 TERM AND TERMINATION

16.1 Unless otherwise terminated as provided in this clause 16, the Agreement shall commence on the Effective Date and shall continue for the Minimum Period, after which it shall automatically renew for successive periods of one year.

16.2 The Client may terminate the Agreement

16.2.1 for convenience by giving not less than 90 days’ written notice to take effect on the third or any subsequent anniversary of the Delivery Date.

16.2.2 the Client fails to pay any amount due under the Agreement on the due date for payment and

Capture Limited, Company registration number: 03669825. Registered in England.
Registered Offices: C/O James Cowper Kreston, 8th Floor South, Reading Bridge House, Reading RG1 8LS
Tel: +44(0) 118 338 0960 Email: hello@capture.co.uk Web: www.capture.co.uk

remains in default not less than 30 days after being notified in writing to make such payment;

16.3 Capture may terminate the Agreement for convenience by giving not less than 90 days' written notice to take effect on any anniversary of the Delivery Date.

16.4 Without affecting any other right or remedy available to it, either party may terminate the Agreement with immediate effect by giving written notice to the other party if:

16.4.1 the other party commits a material breach of any other term of the Agreement which breach is irremediable or (if such breach is remediable) fails to remedy that breach within a period of 30 days after being notified in writing to do so;

16.4.2 the other party repeatedly breaches any of the terms of the 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 the Agreement;

16.4.3 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, as if the words "it is proved to the satisfaction of the court" did not appear in sections 123(1)(e) or 123(2) of the Insolvency Act 1986;

16.4.4 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 (being a company) 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;

16.4.5 a petition is filed, a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up of that other party (being a company) 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;

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

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

16.4.8 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;

16.4.9 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 the other party's assets and such attachment or process is not discharged within 14 days;

16.4.10 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 16.4.3 to clause 16.4.9 (inclusive); or

16.4.11 the other party suspends or ceases, or threatens to suspend or cease, carrying on all or a substantial part of its business.

16.5 On termination of the Agreement for any reason:

16.5.1 all licences or access to the Software granted under the Agreement shall immediately terminate;

Capture Limited, Company registration number: 03669825. Registered in England.
Registered Offices: C/O James Cowper Kreston, 8th Floor South, Reading Bridge House, Reading RG1 8LS
Tel: +44(0) 118 338 0960 Email: hello@capture.co.uk Web: www.capture.co.uk

16.5.2 each party shall return and make no further use of any equipment, property, materials and other items (and all copies of them) belonging to the other party;

16.5.3 Capture shall provide the Client with reasonable assistance in migrating the Services to a new supplier (**Transition Services**) subject to the Client paying Capture's reasonable fees therefor;

16.5.4 Capture may destroy or otherwise dispose of any of the Client Data in its possession unless Capture receives, no later than thirty days before the effective date of the termination of the Agreement, a written request, in accordance with clause 5.6.6, for the delivery to the Client of the then most recent back-up of the Client Data;

16.5.5 Capture shall use reasonable commercial endeavours to provide the back-up and any Transition Services to the Client within 30 days of its receipt of such a written request, provided that the Client has, at that time, paid all fees and charges outstanding at and resulting from termination (whether or not due at the date of termination) and any fees due under clause 16.5.3. The Client shall pay all reasonable expenses incurred by Capture in returning or disposing of Client Data; and

16.5.6 any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination, including the right to claim damages in respect of any breach of the agreement which existed at or before the date of termination shall not be affected or prejudiced.

17 EXPORT

17.1 Neither party shall export, directly or indirectly, any technical data acquired from the other party under the 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.

17.2 Each party undertakes:

17.2.1 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 in clause 17.117.1; and

17.2.2 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.

18 FORCE MAJEURE

18.1 Neither party shall be in breach of the Agreement nor liable for delay in performing, or failure to perform, any of its obligations under the Agreement if such delay or failure results from events, circumstances or causes beyond its reasonable control, including strikes, lock-outs or other industrial disputes (whether involving the workforce of Capture or any other party), failure of a utility service or transport or telecommunications network or the internet, act of God, war, riot, pandemic, civil commotion, malicious damage including denial of service attacks, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood, storm or default of suppliers or sub-contractors. In such circumstances the affected party shall be entitled to a reasonable extension of the time for performing such obligations, provided that if the period of delay or non-performance continues for six months, the party not affected may terminate the Agreement by giving 30 days' written notice to the other party.

19 WAIVER

19.1 A waiver of any right under the Agreement is only effective if it is in writing and it applies only to the party to whom the waiver is addressed and to the circumstances for which it is given.

Capture Limited, Company registration number: 03669825. Registered in England.
Registered Offices: C/O James Cowper Kreston, 8th Floor South, Reading Bridge House, Reading RG1 8LS
Tel: +44(0) 118 338 0960 Email: hello@capture.co.uk Web: www.capture.co.uk

19.2 Unless specifically provided otherwise, rights arising under the Agreement are cumulative and do not exclude rights provided by law.

20 RIGHTS AND REMEDIES

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

21 SEVERANCE

21.1 If any provision or part-provision of the Agreement is or becomes invalid, illegal or unenforceable, it shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of the Agreement.

21.2 If any provision or part-provision of the Agreement is deemed deleted, the parties shall negotiate in good faith to agree a replacement provision that, to the greatest extent possible, achieves the intended commercial result of the original provision.

22 ENTIRE AGREEMENT

22.1 The 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.

22.2 Each party acknowledges that in entering into the 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 the Agreement.

22.3 Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in the Agreement.

22.4 Nothing in this clause shall limit or exclude any liability for fraud.

23 ASSIGNMENT

23.1 The Client shall not, without the prior written consent of Capture, assign, transfer, charge, sub-contract, delegate, declare a trust over or deal in any other manner with all or any of its rights or obligations under the Agreement.

23.2 Capture may at any time assign, transfer, charge, sub-contract, delegate, declare a trust over or deal in any other manner with all or any of its rights or obligations under the Agreement.

24 NO PARTNERSHIP OR AGENCY

Nothing in the 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. Each party confirms it is acting on its own behalf and not for the benefit of any other person.

25 PUBLICITY

Unless otherwise agreed in writing, the Client grants to Capture a non-exclusive licence to use its name and branding in any promotional material, marketing material, similar material or announcement.

26 VARIATION

Capture reserve the right to vary these contract terms giving no less than 30 days notice.

27 THIRD PARTY RIGHTS

Capture Limited, Company registration number: 03669825. Registered in England.
Registered Offices: C/O James Cowper Kreston, 8th Floor South, Reading Bridge House, Reading RG1 8LS
Tel: +44(0) 118 338 0960 Email: hello@capture.co.uk Web: www.capture.co.uk

The Agreement does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the Agreement.

28 NOTICES

28.1 Any notice required to be given under the Agreement shall be in writing and shall be delivered by hand or sent by pre-paid first-class post or recorded delivery post to the other party at its address set out in the Agreement, or such other address as may have been notified by that party for such purposes, or sent by email to the other party's email address as set out in the Order Confirmation.

28.2 A notice delivered by hand shall be deemed to have been received when delivered (or if delivery is not in Normal Business Hours, at 9:00am on the first Business Day following delivery). A correctly addressed notice sent by pre-paid first-class post or recorded delivery post shall be deemed to have been received at the time at which it would have been delivered in the normal course of post. A notice sent by email shall be deemed to have been received at the time of sending (as shown by the timed server delivery receipt obtained by the sender).

29 GOVERNING LAW

The Agreement and any disputes or claims arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) are governed by, and construed in accordance with, the law of England.

30 JURISDICTION

The parties irrevocably agree that the courts of England have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with the Agreement or its subject matter or formation (including non-contractual disputes or claims).

31 SURVIVAL

Any provision of this Agreement that logically would be expected to survive the termination or expiration of this Agreement will survive such termination or expiration, including Sections 13, 14, 15 and 18-31.

Capture Limited, Company registration number: 03669825. Registered in England.
Registered Offices: C/O James Cowper Kreston, 8th Floor South, Reading Bridge House, Reading RG1 8LS
Tel: +44(0) 118 338 0960 Email: hello@capture.co.uk Web: www.capture.co.uk

SCHEDULE 1 – SERVICE LEVEL AGREEMENT

1. SERVICE LEVEL DIFFERENTIATION.

1.1. Clauses 4.1, 5, 8, 9, 10, 12, 13 and 17 in this Schedule do not apply to any Client purchasing Capture's Express Software and related Services ("Express Clients"), as referenced in the Order Confirmation.

1.2. Express Clients access to Capture support will be limited to information available on Capture's Knowledge Base.

2. SERVICE AVAILABILITY

2.1. The Supplier shall measure Availability of the Services 24/7, 365 days per year using an appropriate monitoring system.

2.2. Capture shall ensure Availability of the Services of 99.5% over the period of a year, excluding Planned Maintenance Periods (as defined below).

3. MAINTENANCE EVENTS

3.1. It may be necessary for the Supplier to conduct Service maintenance during "Planned Maintenance Periods" ("PMP"), during which the Services may be unavailable. Where possible, and except for any emergency maintenance, the Supplier will look to schedule these PMPs outside of normal UK Business Hours. The Supplier will when possible, provide commercially reasonable advance warning of such PMPs to the Client.

3.2. Capture may determine, at its sole discretion, that providing appropriate service levels requires additional equipment and/or bandwidth and may install that equipment and/or bandwidth without approval from the Client. Capture may increase the corresponding Fees for the Hosting Services, by mutual agreement between the Parties or when such installation has been necessary to support a breach of Capture's Fair Use Policy.

4. ONGOING SERVICE PROVISION AND MAINTENANCE

4.1. Subject to the payment of the Fees, Capture shall provide the following services to the Client:

4.1.1. technical support via Capture's service desk (in line with the Client's selected SLA model as defined in the Order Confirmation);

4.1.2. telephone support and e-mail (in line with the Client's SLA model as defined in the Order Confirmation);

4.1.3. Maintenance includes all Updates aligned to the Specification. Support for additional, non standard features developed by Capture, as requested by the Client, may be purchased separately at Capture's then current rates.

Capture Limited, Company registration number: 03669825. Registered in England.
Registered Offices: C/O James Cowper Kreston, 8th Floor South, Reading Bridge House, Reading RG1 8LS
Tel: +44(0) 118 338 0960 Email: hello@capture.co.uk Web: www.capture.co.uk

4.2. Capture shall maintain and update the Software in accordance with the previous clause. Should the Client determine that the Software includes a defect, the Client may at any time file error reports as Tickets as set out in this document. During PMPs, Capture may, at its discretion, change the Version of the Software used by a Client, install error corrections and apply patches to the hosted systems. Capture shall use all reasonable endeavours to avoid unscheduled downtime for Software maintenance.

4.3. Capture reserves the right to reduce or withdraw Maintenance Services for a particular Version of the Software. By default, Capture commits to providing Maintenance Services for a maximum of 12 months from the release of a new Version.

4.4. Capture reserves the right to determine which Version the Client is using. By default, Capture aims to keep all Clients on the same Version. As such Capture may upgrade a Client, providing a minimum of 30 days notice before doing so.

5. TRAINING

5.1. Capture shall provide training to such number of the Authorised Users as are specified in, and are otherwise in accordance with, the Order Confirmation.

6. BACKUP, RESTORE AND ARCHIVE "ARCHIVING POLICY"

6.1. Capture agrees to back-up all the Client Data on a daily basis. Such data will be retained for a minimum of ninety days, "the Retention Period".

6.2. In the event of a data restoration request, for all or a subset of the Client's Data, Capture will use commercially reasonable efforts to commence a restoration within one working day. It should be noted that this is different to a full system restore and as such Capture gives no guarantee as to the success of a partial data restoration.

6.3. For data restoration requests beyond the Retention Period, Capture provides no guarantee that the data will be available or that a restoration will be feasible or successful. Capture will however make reasonable efforts to assist the Client with such a recovery request.

6.4. The Client should make their own arrangements regarding backing up the Client Data beyond the Retention Period. Whilst Capture can provide such Services known as "Long Term Archiving", these do not form part of the scope of this Agreement. These Services would be subject to either separate agreement or specific addendum to this Agreement with associated pricing and referenced in the Order Confirmation. This reflects the potential need to include third party service provider terms.

7. PENETRATION AND VULNERABILITY TESTING

Capture Limited, Company registration number: 03669825. Registered in England.
Registered Offices: C/O James Cowper Kreston, 8th Floor South, Reading Bridge House, Reading RG1 8LS
Tel: +44(0) 118 338 0960 Email: hello@capture.co.uk Web: www.capture.co.uk

7.1. Penetration and vulnerability testing of the Service will be allowed by Capture at the Client's discretion and expense as and when required by the Client, giving reasonable notice.

8. TECHNICAL SUPPORT

8.1. Capture shall provide the Client with technical support Services for the Software, in accordance with the SLA model set out in the Order Confirmation. The Client may name personnel as Client Support Representatives ("CSRs") in the Order Confirmation who shall be authorised to contact the Supplier for technical support Services by raising Tickets. Capture shall unless otherwise agreed by the parties, directly communicate in the first instance on technical support Services only to those CSRs.

8.2. The following types of Tickets can be submitted to the Supplier's service desk:

8.2.1. "**Incident**": Reporting of an unplanned interruption to the Services, or reduction in quality of service or bug.

8.2.2. "**Request**": Request for information or advice, or for a Change Request that is a small change to the Services, or for simple requests for access to the Services eg password resets.

8.3. The Client is responsible for the reporting of Incidents and Requests to Capture.

8.4. The process to report is set out below.

8.5. If a user identifies errors or problems relating to the Software, the CSR shall notify the Supplier as soon as possible by raising a Ticket via Capture service desk system.

8.6. The Client must, in every case, log all Incidents on The Supplier's service desk reporting system as soon as possible including sufficient information to allow Capture to identify the circumstances of the error or problem including:

8.6.1. who was doing or trying to do what;
8.6.2. where in the system;
8.6.3. why they were doing it;
8.6.4. what was the expected result; and
8.6.5. what was the actual result.

8.7. The Client will promptly provide Capture with all information and materials required by Capture for the purpose of investigation, diagnosis and correction of any reported error including screenshots or data dumps. Capture will not be liable for failure to provide, or any delay or error in providing the Services resulting from the Client's failure or delay in complying with this clause.

8.8. Capture will not be obliged to commence work on any Incident report until it has received all of this information.

8.9. Capture cannot guarantee that corrections will be provided within any specific time scale.

Capture Limited, Company registration number: 03669825. Registered in England.
Registered Offices: C/O James Cowper Kreston, 8th Floor South, Reading Bridge House, Reading RG1 8LS
Tel: +44(0) 118 338 0960 Email: hello@capture.co.uk Web: www.capture.co.uk

8.10. The technical support team shall use reasonable endeavours to respond to, and resolve, Requests from the Client within the time periods specified in this Schedule, according to priority and the Client's SLA model.

8.11. Capture will provide a Ticket prognosis, the contents of which will be based on the severity of the Incident or Request being reported.

8.12. Responses to Change Requests with details of solution and costing will be provided by Capture within five (5) UK business days. This may result in the creation of a Prosposal or Statement of Work.

8.13. Though Change Requests may be initiated through logging a Ticket as per 7.3 above, it is acknowledged that Change Requests may also arise through correspondence between the Parties.

9. PERFORMANCE INFORMATION

9.1. Capture will provide, if requested, reports or grant access to systems and tools to the Client to self-serve reports on the performance of the Software or Services which may include the topics listed below on a monthly basis.

9.2. Capture will provide, if requested, reports on the performance of the Software and Services.

10. SUPPORT HOURS

10.1. Support via the Supplier's service desk to authorised Client personnel will be available 24/7, 365 days of the year.

10.2. Manned telephone based support will be available on Business Days, during Business Hours.

11. SERVICE AVAILABILITY MEASUREMENT CRITERION ("SAMC")

11.1. The SAMC to is based on the data provided in the table below.

11.2. Availability is determined as a percentage of the Maximum Uptime as defined in Clause 16.5 of this Schedule.

Service Availability	Availability	SLA Comments	SLA Impact if Breached

Capture Limited, Company registration number: 03669825. Registered in England.
Registered Offices: C/O James Cowper Kreston, 8th Floor South, Reading Bridge House, Reading RG1 8LS
Tel: +44(0) 118 338 0960 Email: hello@capture.co.uk Web: www.capture.co.uk

Availability Met	99.5% or greater	None	N/A
Availability Breach	99.5% or less	Service unavailability will result in a breach of the availability SLA	See Clause 15

12. SLA MODEL - IMPACT/URGENCY MEASUREMENT CRITERION

12.1. Incident Priority and the associated response and resolution times for the various SLA models are defined below:

Priority Level	Description	Standard SLA Response Time
Critical	The entire Services are "down" and inaccessible.	**Response:** Two (2) Business Hours. **Resolution Plan or Resolution Time:** As soon as possible within Business Hours.
High	Operation of the Services is severely degraded, or major components of the Services are not operational and work cannot reasonably continue.	**Response:** Four (4) Business Hours. **Resolution Plan or Resolution Time:** As soon as possible within Business Hours.
Medium	Certain non-essential features of the Services are impaired while most major components of the Services remain functional.	**Response:** One Business Day **Resolution Plan or Resolution Time:** As soon as possible within Business Hours.
Low	Errors that are, non-disabling or cosmetic and clearly have little or no impact on the normal operation of the Services.	**Response:** Two (2) Business Days. **Resolution Plan:** As soon as practical. **Resolution Time:** A future Version.

13. ESCALATION

13.1. The Client can escalate Tickets classified as Incidents in the following instances:

13.2. If the response or resolution time of an Urgent/Priority 1 or High/Priority 2 Incident falls outside the agreed Service Levels standards, or considering progress so far, will most likely fall outside the agreed Service Levels.

13.3. If Urgent/Priority 1 or High/Priority 2 Incidents cannot be submitted by phone because the service desk is unavailable.

13.4. The escalation process is as follows. If no progress has been made on Priority One or Priority Two incident within the relevant target resolution time, the incident shall be escalated to the Supplier Support Team Lead. If the incident is not resolved, then after each successive increment of the relevant target resolution time (for example, four (4) Business Hours for an

Capture Limited, Company registration number: 03669825. Registered in England.
Registered Offices: C/O James Cowper Kreston, 8th Floor South, Reading Bridge House, Reading RG1 8LS
Tel: +44(0) 118 338 0960 Email: hello@capture.co.uk Web: www.capture.co.uk

Urgent/Priority 1 incident, two (2) Business Days for a High/Priority 2 incident), the incident shall be escalated to a Capture Director.

14. CLIENT MAINTAINED TOOLS AND PROCESSES

14.1. The Client shall use reasonable endeavours to provide all support for data integration tools and processes developed or maintained by the Client in order to connect the Software to the Client's other software and databases.

14.2. Before Capture or the Client makes changes to integration interfaces between the Software and the Client's internal data stores or systems, Capture or the Client shall provide notice to the other in order to ensure the continued operation of any integration interfaces affected by such changes. Capture shall provide the Client, or the Client shall provide Capture, with at least 60 days' advance notice of such changes. Such notice shall include at least the new interface specifications and a technical contact to answer questions on these changes. Capture or the Client (as applicable) shall also provide up to 15 days of integration testing availability to ensure smooth transition from the previous interfaces to the new interfaces and the Client shall pay for all such Services relating to integration testing carried out by Capture at its then current daily fee rates.

15. SLA MODELS AND ASSOCIATED FEES

15.1.1. Further to Clause 9.2 in the main Agreement, the following are examples of where additional charges would apply in relation to Support:

15.1.1.1. Site visits;

15.1.1.2. Training not specified in the Order Confirmation;

15.1.1.3. Help requests covered in the Help files and Help requests, the responses to which have already been communicated in writing; and

15.1.1.4. Technical support relating to equipment or software or infrastructure which is not proprietary to the Supplier or under the Supplier’s control for example third party software integration requests.

16. SERVICE CREDITS

16.1. When the Services are hosted by Capture, if the Supplier fails to meet the agreed Service Availability Levels as defined in Clause 10, Service Credits may be due to the Client.

16.2. Service Credits are a reduction of the Periodic Fees and do not include VAT. The Supplier shall set-off the value of any Service Credits against the appropriate invoice.

16.3. The Client must request Service Credits in writing by contacting the Supplier Support within 30 days of the relevant Incident occurring. Any claim for Service Credits after this time will be refused.

Capture Limited, Company registration number: 03669825. Registered in England.
Registered Offices: C/O James Cowper Kreston, 8th Floor South, Reading Bridge House, Reading RG1 8LS
Tel: +44(0) 118 338 0960 Email: hello@capture.co.uk Web: www.capture.co.uk

16.4. Any claim for Service Credits must be supported by evidence of relevant Support Tickets which fully substantiate the incident.

16.5. Subject always to Clauses 15.1 to 15.4 inclusive, the Client shall be entitled to claim a Service Credit, the amount calculated as the product of the total cumulative downtime expressed as a percentage of the total possible uptime minutes in the month concerned ("Maximum Uptime") that the Services are unavailable below the level outlined in the Service Availability Measurement Criterion table and referenced as an "Availability Breach" provided in this Appendix, depending upon the outage circumstances for the Services for the month in which the Incident occurs. The period of the outage will be measured from the time the Client reports the problem to Capture's confirmation of restoration of Services.

16.6. Such percentage will be multiplied by ten and applied to the monthly Hosting fee. Capture will apply Service Credits up to a maximum of 75% of the Hosting fee during each qualifying month, regardless of how many Incidents occur in that month.

16.7. Service Credits will be paid one month in arrears in the form of a credit note which can only be used in respect of the future provision of the Services and they may not be converted or exchanged.

16.8. The Client has 30 days to query any Service Credits issued. If the Client does not raise a query concerning Service Credits during this time, the Client will be deemed to have accepted the Service Credits and to have waived any further right to query them in relation to the relevant Incident.

16.9. The Supplier may correct any inadvertent payment of Service Credits by deducting their application in a subsequent invoice.

16.10. When the Services relate to an On premises solution, none of this Clause 15 shall apply.

17. INCLUSIVE SUPPORT HOURS

17.1. The Client's Inclusive Support Hours are detailed in the Order Confirmation. Any unused Inclusive Support Hours cannot be rolled forward.

17.2. Where Capture provides Services that exceed the Inclusive Support Hours, Capture reserves the right to charge for these hours. These hours will be charged at Capture's standard labour and expense rates for the time being in force.

18. LIMITATIONS

18.1. Maintenance and Support comprise Capture's reasonable efforts to correct any errors in the Software notified to Capture by the Client which prevent the Software functioning in

Capture Limited, Company registration number: 03669825. Registered in England.
Registered Offices: C/O James Cowper Kreston, 8th Floor South, Reading Bridge House, Reading RG1 8LS
Tel: +44(0) 118 338 0960 Email: hello@capture.co.uk Web: www.capture.co.uk

accordance with the user guide included in the documentation. Capture cannot guarantee that corrections will be provided within any specific time scale.

18.2. The Maintenance Service shall be provided by The Supplier or such other third party as The Supplier nominates and advises the Client.

18.3. Capture reserves the right to refuse to provide Maintenance, or to make additional charges for additional Services, required as a result of:

18.3.1. any modifications to the Software by any person other than Capture or its authorised subcontractors;

18.3.2. incorrect use of the Software or operator error;

18.3.3. third party equipment or programs not covered by the Agreement;

18.3.4. the Client operating any previous Version of the Software (a) that is two or more iterations older than the latest Version or (b) more than three years after the initial launch of such Version, whichever is sooner.

Capture Limited, Company registration number: 03669825. Registered in England.
Registered Offices: C/O James Cowper Kreston, 8th Floor South, Reading Bridge House, Reading RG1 8LS
Tel: +44(0) 118 338 0960 Email: hello@capture.co.uk Web: www.capture.co.uk

SCHEDULE 2

SAMPLE REPORT - PROCESSING, PERSONAL DATA AND DATA SUBJECTS

The subject matter and duration of the Processing	Name/Company Name Address Telephone number Email VAT registration number Date of birth Sex Ethnicity **Delete/Add as applicable**
The nature and purpose of the Processing	The above data will be processed in order to manage customer relationships and provision of digital asset licenses
Duration of the Processing	[TBC eg Term of the Contract]
The type of Personal Data being Processed	The type of personal data processed is listed above.
The categories of Data Subjects	Consumers Website end-users Application end-users Customers (contact persons/representatives) Prospects (contact persons/representatives) Suppliers (contact persons/representatives)
Third parties involved in the processing	[TBC eg Amazon Web Services if using Archival Services / SmartFrame]

Capture Limited, Company registration number: 03669825. Registered in England.
Registered Offices: C/O James Cowper Kreston, 8th Floor South, Reading Bridge House, Reading RG1 8LS
Tel: +44(0) 118 338 0960 Email: hello@capture.co.uk Web: www.capture.co.uk

SCHEDULE 3

FAIR USE POLICIES AND SERVICE PARAMATERS

1. Summary

1.1. Capture will not look to charge extra fees when our solutions are used reasonably. For licensing, storage and bandwidth we allow excess without additional charge of up to 110% of the agreed level during a month.

1.2. Should a Client breach the 110% level on a persistent basis during the period of a calendar month or if Capture detect something out of the ordinary in a Client's usage, a member of our team will contact you to discuss the situation and talk through your options.

1.3. If the situation doesn't change, you will need to either i) limit the available storage, bandwidth or users or b) discuss an increase in the fees by purchasing more user licenses or additional storage or bandwidth.

2. Capture's Policies

2.1. Storage

2.2. Capture provides its Clients with a fixed amount of storage based on initial commercial discussions. Capture's platform is however designed to allow for additional storage without impairing your usage of the system.

2.3. Capture actively monitors the amount of storage used by our customers on a monthly basis. Should the storage exceed 110% of the Hosting Services – Initial Storage quantity, Capture may charge for any overage.

2.4. Capture will always contact you to discuss the situation ahead of any change. Often this leads to a content audit, increase in storage or exploring our longer term archiving service.

2.5. If a Client wants to expand their storage this can be purchased in blocks of One TB.

3. Bandwidth

3.1. To prevent a negative effect of excessive network traffic on your user experience or that of others, we monitor the general usage of traffic across our customer base. We compare your use to the average use of all our customers with the same contract. With normal use you don't have to worry about the bandwidth available to you.

3.2. If we detect a situation that could lead to a decrease in the performance of your service, we will contact you to discuss the situation ahead of any increase in fees. Typically this is caused by a large file transfer activity which in our experience is invariably temporary.

3.3. Our arrangements with our suppliers allow for these "bursts" in usage across our customer base. As a result, we rarely have to pass on costs to our customers. On these occasions we would recommend a dedicated line which we can price for you.

4. Users

4.1. Capture actively monitors the number of administrative users on a monthly basis. We will not block users if you exceed the licenses you have paid for.

4.2. We will contact if you exceed your user quota to discuss whether there is a need to purchase additional licences.

5. Third Party Policies

Capture Limited, Company registration number: 03669825. Registered in England.
Registered Offices: C/O James Cowper Kreston, 8th Floor South, Reading Bridge House, Reading RG1 8LS
Tel: +44(0) 118 338 0960 Email: hello@capture.co.uk Web: www.capture.co.uk

6. General

6.1. These policies should be read in conjunction with any partner specific terms.

7. SmartFrame

7.1. Capture actively monitors image volumes and impressions on a monthly basis. Should either exceed 110% of the maximum levels stated in the order confirmation, Capture may charge for any overage.

Capture Limited, Company registration number: 03669825. Registered in England.
Registered Offices: C/O James Cowper Kreston, 8th Floor South, Reading Bridge House, Reading RG1 8LS
Tel: +44(0) 118 338 0960 Email: hello@capture.co.uk Web: www.capture.co.uk