

Software as a Service Agreement (Version 1.2)

This Software as a Service (SaaS) Agreement ("**Agreement**") is entered into by the parties to the Order Form as of the Effective Date. By executing an Order Form, the parties agree to be bound by the applicable Order Form, this Agreement and any other separately executed Statements of Work incorporating this Agreement. In consideration of the mutual promises and obligations in this Agreement, the sufficiency of which is hereby acknowledged, the Parties agree as follows.

WHEREAS, Supplier provides access to the Services to its Customers;

AND WHEREAS, Customer desires to access the Services, and Supplier desires to provide Customer access to the Services, subject to the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants, terms, and conditions set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Definitions.

(a) "**Aggregated Statistics**" means data and information related to Customer's use of the Services that is used by Supplier in an aggregate and anonymised manner, including to compile statistical and performance information related to the provision and operation of the Services.

(b) "**Annual Period**" means each 12 month period commencing on the date of this Agreement or any subsequent 12 month period commencing on the anniversary of such date.

(c) "**Authorised User**" means Customer's employees, consultants, contractors, and agents (i) who are authorised by Customer to access and use the Licensed Software under the rights granted to Customer pursuant to this Agreement; and (ii) for whom access to the Licensed Software has been purchased hereunder.

(d) "**Business Day**" means any day which is not a Saturday, Sunday, or public holiday in Northern Ireland when banks are open for business.

(e) "**Confidential Information**" means all information of a confidential nature supplied by either Party to the other or made available to the other as a result of this Agreement, in whatever form or medium and whether marked as confidential or not, including (but not limited to) information relating to the Licensed Software or any of its constituent parts, or any commercial or technical know-how, technology, information pertaining to either Party's business operations and strategies, and information pertaining to either Party's customers, pricing and marketing.

(f) "**Customer Data**" means, other than Aggregated Statistics, information, data, and other content, in any form or medium, that is submitted, posted, or otherwise transmitted by or on behalf of Customer or an Authorised User through the Services.

(g) "**Data Protection Legislation**" means all applicable data protection and privacy legislation in force from time to time in the UK including but not limited to UK GDPR, General Data Protection Regulation ((EU) 2016/679) (GDPR); 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.

(h) "**Documentation**" means the Specification, the Supplier's user manuals, handbooks, and guides relating to the Services provided by the Supplier to the Customer either electronically or in hard copy form/end user documentation relating to the Services.

- (i) **"Effective Date"** means the date of signature, by the Customer, of the Order Form.
- (j) **"Enspirio"** means the software-as-a-service (SaaS) product developed and provided by ICONI Software Ltd, or any other name attributed to the product by ICONI Software Ltd from time to time.
- (k) **"Fees"** has the meaning set out in the Order Form.
- (l) **"Hosting Services"** means the hosting infrastructure services provided by the Supplier to host the Licensed Software as described in Exhibit C.
- (m) **"Initial Subscription Period"** means the initial subscription period as defined in the Order Form.
- (n) **"Intellectual Property Rights"** means all copyright and rights in the nature of copyright, database rights, design rights, patents, rights in inventions, supplementary protection certificates, petty patents, utility models, semi-conductor topography rights, plant variety rights, trademarks (including all goodwill in them) and domain names, registrations and applications for registration of any of the above, moral rights, know-how, confidential information, and any other intellectual or industrial property rights, whether now known or in the future arising, and whether subsisting in the United Kingdom or any other part of the world.
- (o) **"Law"** means any statute, law, ordinance, regulation, rule, code, order, constitution, treaty, common law, judgment, decree, or other requirement of any federal, provincial, territorial, municipal, or foreign government or political subdivision thereof, or any arbitrator, court, or tribunal of competent jurisdiction.
- (p) **"Licensed Software"** means Enspirio and the software applications licensed by the Supplier to the Customer as part of the Services that are more particularly described the Order Form (and which for the avoidance of doubt shall include Maintenance Releases but excludes New Versions but for the avoidance of doubt this shall not include any software which is the subject of any Microsoft Customer Agreement).
- (q) **"Maintenance Release"** means a release of the Licensed Software which corrects faults in the Licensed Software, or a release which modifies or enhances the Licensed Software as a result of change controls, but which do not in either case constitute a New Version.
- (r) **"New Version"** means any new version of the Licensed Software which from time to time is publicly marketed and offered for purchase by the Supplier in the course of its normal business, being a version, which contains such differences from the previous versions as to be generally accepted in the marketplace as constituting a new product.
- (s) **"Normal Business Hours"**: 9am to 5pm local UK time, during each Business Day.
- (t) **"Order Form"** means the document incorporating or detailing inter alia (i) the Specification; (ii) the Fees and (iii) the SOW by which the Customer orders the Services, the Licensed Software or other goods and services that the Customer may purchase from the Supplier pursuant to this Agreement.
- (u) **"Open-Source Software"** means third-party software that is distributed or otherwise made available as "free software", "open source software" or under a similar licensing or distribution model.
- (v) **"Supplier IP"** means all Intellectual Property Rights subsisting in the Services (including the Licensed Software), the Documentation, and any and all intellectual property provided to Customer or any Authorised User in connection with the foregoing. For the avoidance of doubt, Supplier IP includes Aggregated Statistics and any information, data, or other content derived from Supplier's monitoring of Customer's access to or use of the Services, but does not include Customer Data.
- (w) **"Services"** the provision by the Supplier to the Customer of the Licensed Software, Hosting Services, Standard Support Services and other services provided under this Agreement.

(x) **"Standard Support Services"**: means the services to be provided by the Supplier to support and maintain the Hosting Services and Licensed Software as described in Exhibit B of this Agreement.

(y) **"Specification"** means the specification setting out the standard and functionality of the Licensed Software and the Services, as attached to the Order Form.

(z) **"Transaction Document"** means a valid transaction document, statement of work, quote, purchase order, or similar addendum that includes a scope of work to be performed and pricing, executed and entered into between the Supplier and Customer, whether digitally or physically, as applicable to the Services.

(aa) **"Third-Party Products"** means any third-party products or services (including hosting services) provided with or incorporated into the Services.

2. Access and Use.

(a) Provision of Access. Subject to and conditional on Customer's payment of Fees and compliance with all other terms and conditions of this Agreement, Supplier hereby grants Customer a non-exclusive, non-transferable right to access and use the Licensed Software during the Term, solely for use by Authorised Users in accordance with the terms and conditions herein. Such use is limited to Customer's internal use. Supplier shall provide to Customer the necessary passwords and network links or connections to allow Customer to access the Licensed Software. If applicable and in accordance with the Transaction Document, the total number of Authorised Users will not exceed the number set forth in the Transaction Document, except as expressly agreed to in writing by the Parties and subject to any appropriate adjustment of the Fees payable hereunder. The Customer shall maintain a written, up to date list of current Authorised Users and provide such list to the Supplier within 5 Business Days of the Supplier's written request at any time or times.

(b) Hosting Services: In consideration for the Customer paying the Fees, the Supplier grants the Customer a non-transferable, non-sublicensable, non-exclusive subscription to access and use the Hosting Services during the Term on and subject to the terms in the Order Form and this Agreement. The Supplier will make the Standard Support Services available to the Customer as set forth in Annex B to this Agreement during the Term.

(c) Documentation Licence. Subject to the terms and conditions contained in this Agreement, Supplier hereby grants to Customer a non-exclusive, non-sublicensable, non-transferable licence to use the Documentation during the Term solely for Customer's internal business purposes in connection with its use of the Services.

(d) Use Restrictions. Customer shall not use the Services (including the Licensed Software) for any purposes beyond the scope of the access granted in this Agreement. Customer shall not at any time, directly or indirectly, and shall not permit any Authorised Users to: (i) copy, modify, or create derivative works of the Licensed Software or Documentation, in whole or in part; (ii) rent, lease, lend, sell, license, sublicense, assign, distribute, publish, transfer, or otherwise make available the Licensed Software or Documentation; (iii) reverse engineer, disassemble, decompile, decode, adapt, or otherwise attempt to derive or gain access to any software component of the Licensed Software, in whole or in part; (iv) remove any proprietary notices from the Licensed Software or Documentation; or (v) use the Licensed Software or Documentation in any manner or for any purpose that infringes, misappropriates, or otherwise violates any intellectual property right or other right of any person, or that violates any applicable law; (vi) access all or any part of the Services or Licensed Software in order to build a product or service which competes with the Services; (vii) use the Services or Licensed Software to provide services to third parties; (viii) attempt to obtain, or assist third parties in obtaining, access to the Services or Licensed Software; (ix) use the Hosting Services to transmit malicious code or software viruses; (x) use the Hosting Services to interrupt with, unreasonably burden, or disrupt the integrity or performance of the Hosting Services or third-party data contained therein.

(e) Reservation of Rights. Supplier reserves all rights not expressly granted to Customer in this Agreement. Except for the limited rights and licences expressly granted under this Agreement, nothing in this Agreement grants, by implication, waiver, estoppel, or otherwise, to Customer or any third party any Intellectual Property Rights or other right, title, or interest in or to the Supplier IP.

(f) Suspension. Notwithstanding anything to the contrary in this Agreement, Supplier may temporarily suspend Customer's and any Authorised User's access to any portion or all of the Services if: (i) Supplier reasonably determines that (A) there is a threat or attack on any of the Supplier IP, (B) Customer's or any Authorised User's use of the Supplier IP disrupts or poses a security risk to the Supplier IP or to any other customer or vendor of Supplier, (C) Customer, or any Authorised User, is using the Supplier IP for fraudulent or illegal activities, (D) subject to applicable Law, Customer has ceased to continue its business in the ordinary course, made an assignment for the benefit of creditors or similar disposition of its assets, or become the subject of any bankruptcy, reorganisation, liquidation, dissolution, or similar proceeding, or (E) Supplier's provision of the Services to Customer or any Authorised User is prohibited by applicable law; (ii) any vendor of Supplier has suspended or terminated Supplier's access to or use of any third-party services or products required to enable Customer to access the Services; or (iii) where the Customer is in breach of Section 5(a) and remains in breach 10 days after having received notification of such breach by the Supplier (any such suspension described in sub-clause (i), (ii), or (iii), a "**Service Suspension**"). When possible, Supplier shall use commercially reasonable efforts to provide advance written notice of any Service Suspension to Customer and to provide updates regarding resumption of access to the Services following any Service Suspension. Supplier shall use commercially reasonable efforts to resume providing access to the Services as soon as reasonably possible after the event giving rise to the Service Suspension is cured.

(g) The Supplier will have no liability for any damage, liabilities, losses (including any loss of data or profits), or any other consequences that Customer or any Authorised User may incur as a result of a Service Suspension. Notwithstanding the generality of the foregoing, a Service Suspension pursuant to clause 2(f)(i)(A) or clause 2(f)(iii) shall not benefit from this exclusion of liability unless the cause of said Service Suspension is directly attributable to the Customer. Aggregated Statistics. Notwithstanding anything to the contrary in this Agreement, Supplier may monitor Customer's use of the Services and collect and compile Aggregated Statistics. As between Supplier and Customer, all right, title, and interest in Aggregated Statistics, and all Intellectual Property Rights therein, belong to and are retained solely by Supplier. Customer acknowledges that Supplier may compile Aggregated Statistics based on Customer Data input into the Services. Customer agrees that Supplier may (i) make Aggregated Statistics publicly available in compliance with applicable Law, and (ii) use Aggregated Statistics to the extent and in the manner permitted under applicable Law; *provided that* such Aggregated Statistics do not identify Customer or Customer's Confidential Information.

(h) Open Source Software. Any part of the Licensed Software that contains or utilises Open Source Software is distributed and made available under the terms of the open source license agreements referenced in the applicable distribution or the applicable help, notices, about or source files or Documentation. Copyrights and other proprietary rights to the Open Source Software are held by the copyright holders identified in the applicable distribution or the applicable help, notices, about or source files or Documentation. The Licensed Software shall not include any code licensed under any "viral" or "copyleft" license.

3. Customer Responsibilities.

(a) General. Customer is responsible and liable for all uses of the Services and Documentation resulting from access provided by Customer, directly or indirectly (such examples of indirect access being access granted by the Customer to subcontractors, or access by ex-employees of the Customer who have retained passwords and access credentials), to the Licensed Software whether such access or use is permitted by or in violation of this Agreement. Without limiting the generality of the foregoing, Customer is responsible for all acts and omissions of Authorised Users, and any act or omission by an Authorised User that would constitute a breach of this Agreement if taken by Customer will be deemed a breach of this

Agreement by Customer. Customer shall use reasonable efforts to make all Authorised Users aware of this Agreement's provisions as applicable to such Authorised User's use of the Licensed Software and shall cause Authorised Users to comply with such provisions.

(b) Third-Party Products. Supplier may from time to time make Third-Party Products available to Customer. For purposes of this Agreement, such Third-Party Products are subject to their own terms and conditions which the Customer shall comply with in addition to the terms of this agreement. If Customer does not agree to abide by the applicable terms for any such Third-Party Products, then Customer should not install or use such Third-Party Products. For avoidance of doubt, the Customer is under no obligation to use such Third Party Products.

(c) Passwords and Access Credentials. Customer shall keep all passwords and access credentials associated with the Licensed Software confidential and secure. Customer will not sell or transfer them to any other person or entity. No Authorised User may share them with any other person. Customer will promptly notify Supplier about any unauthorised access to the Licensed Software or Customer's passwords or access credentials. Unless otherwise requested or required by the Customer, Customer shall issue the necessary initial passwords and network links or connections to allow their Authorised Users to access the Licensed Software. Upon each Authorised User accessing the Licensed Software for the first time using such designated passwords or access credentials, Supplier shall provide an authentication tool as part of the Licensed Software to prohibit unauthorised access but the Supplier shall in no circumstances be liable for any failure to identify any unauthorised access to the Licensed Software save where it is established that the unauthorised access to the Licensed Software is due to, or arises in connection to, an act or default of the Supplier.

(d) Privacy Policy. Supplier complies with its privacy policy, available at <https://www.iconi.co.uk/company/legal-disclaimer/> ("**Privacy Policy**"), in providing the Services. The Privacy Policy is subject to change as described therein. By accessing, using, and providing information to or through the Services, you acknowledge that you have reviewed and accepted Supplier's Privacy Policy, and you consent to all actions taken by us with respect to your information in compliance with the then-current version of Supplier's Privacy Policy.

4. Service Levels and Support.

(a) Service Levels. Subject to the terms and conditions of this Agreement, the Supplier shall use all reasonable efforts to make the Services available in accordance with the service levels set out in **Exhibit A**.

(b) Support.

The access rights granted hereunder entitles Customer to the Standard Support Services described in **Exhibit B, the fees for which shall be included in the Order Form or a Scope of Work**.

5. Fees and Payment.

(a) Fees. The Supplier shall issue an invoice and the Customer shall pay, without set off or deduction, save as provided for in this Agreement, the Fees to Supplier as set forth in the relevant Order Form(s). Unless otherwise stated, the Fees shall be paid annually in advance and, once an invoice is issued, payment shall be made within 30 days. All payments payable hereunder are due in pounds sterling Supplier. Such invoice shall include the gross Fees due, and any other adjustments and additions to the Fees in respect of the relevant period to which the invoice relates (including any adjustment for Service Credits as set out in Exhibit A to this Agreement (Service Levels). During the Term, as defined below, the Supplier is authorised to adjust the Fees (i) by up to 5% in each Annual Period (or CPI, whichever is higher). Such adjustment to the Fees shall be notified in an annual invoice no later than one month prior to the date on which the payment of such Fees shall become due and payable.

(b) If at any time during the Term the Customer adds additional Authorised Users in excess of the number of Minimum Users detailed in the Order Form, additional fees shall payable as set out in the Order Form. The Supplier shall invoice the Customer in respect of such additional Fees at the end of the month in which such additional Authorised Users were added.

(c) If Customer fails to make any payment when due, without limiting Supplier's other rights and remedies: (i) Supplier may charge interest on the past due amount at the rate of one percent (1%) per annum or, if lower, the maximum amount permitted under applicable Law; and (ii) if such failure continues for thirty (30) days or more, Supplier may suspend Customer's and its Authorised Users' access to any portion or all of the Services until such amounts are paid in full. Where the Supplier suspends access pursuant to this clause 5(c)(ii) then in addition the Customer shall reimburse the Supplier for all reasonable costs incurred by the Supplier in collecting any late payments or interest, including legal fees, court costs, and collection agency fees. Notwithstanding the foregoing, the Supplier shall not be entitled to use the remedies set out in clauses 5(c)(i) and 5(c)(ii) in respect of amounts withheld by the Customer in respect of disputed invoices save where permitted pursuant to clause 5(d) below.

(d) Where the Customer receives an invoice which it reasonably believes includes a sum which is not valid and properly due, the Customer shall inform the Supplier and be entitled to withhold the disputed amount. Provided that the Customer pays the undisputed portion of the invoice, the Customer's failure to pay the disputed Fees shall not be deemed to be a breach of this Agreement. Following resolution of any disputed portion of an invoice, the Customer shall pay any amount the parties have agreed is owing within thirty (30) days of the resolution of such dispute, such date being the due date for payment. The Supplier may charge interest on any amount still owing after the due date in the manner set out in clause 5(c)(i) and 5(c)(ii) above. To the extent that the Supplier is obliged to refund an amount to the Customer, interest shall be applied to that amount in the manner set out in clause 5(c)(i).

(e) Taxes. All Fees and other amounts payable by Customer under this Agreement are exclusive of taxes and similar assessments. Customer is responsible for all withholding tax, value added tax, use and excise taxes, and any other similar taxes, duties, and charges of any kind imposed by any federal, provincial, territorial, or local governmental entity on any amounts payable by Customer hereunder, other than any taxes imposed on Supplier's income.

(f) Auditing Rights and Required Records. Customer agrees to maintain complete and accurate records in accordance with generally accepted accounting principles during the Term and for a period of twelve (12) months after the termination or expiration of this Agreement with respect to matters necessary for accurately determining amounts due hereunder. Supplier may, at its own expense, on reasonable prior notice, periodically inspect and audit Customer's records with respect to matters covered by this Agreement, *provided that* (i) if such inspection and audit reveals that Customer has underpaid Supplier with respect to any amounts due and payable during the Term, Customer shall promptly pay the amounts necessary to rectify such underpayment, together with interest in accordance with Section 5(c) and (ii) if such inspection and audit reveals that the Customer has overpaid the Supplier with respect of amounts paid during the Term, the Supplier shall promptly (and in any event within five (5) days) repay such overpaid sums, together with interest at the rate set out in Section 5(c). The Customer shall pay for the costs of the audit if the audit determines that Customer's underpayment equals or exceeds five percent (5%) for any quarter. The Supplier shall pay for the Customer's costs incurred in respect of the audit if the audit determines that the Customer's overpayment equals or exceeds five percent (5%) of the previous quarter's Fees. Such inspection and auditing rights will extend throughout the Term of this Agreement and for a period of twelve (12) months after the termination or expiration of this Agreement. Each such inspection and/or audit may be conducted no more than once in any twelve (12) month rolling period, and this right shall be exercised with reasonable prior notice (being no less than seven (7) days), shall only be exercised during the Customer's working hours and in such a manner as not to substantially interfere with the Customer's normal conduct of business. All inspectors and auditors of the Supplier shall be under obligations of confidentiality which are at least as exacting as clause 6 below.

(g) In addition to the Fee adjustment right under clause 5(a), during the Term the Supplier is authorised to increase Fees by an amount that reflects any increased charges imposed on the Supplier by the third-party hosting provider listed in Exhibit C (or any other third-party hosting provider the Supplier utilises for Hosting Services from time to time). In each Annual Period, any such increase shall be capped at 2% of the then-current Fee. The Supplier shall endeavour to notify the Customer of any such adjustment to the Fees prior to the date on which an Annual Invoice is issued and the adjusted Fees shall be reflected in that Annual Invoice. This clause 5(g) shall only apply where the Supplier is able to evidence that the increase in the charges imposed on the Supplier by said third-party hosting provider exceed percentage cap on increases applicable for that Annual Period as set out in clause 5(a).

6. Confidential Information. From time to time during the Term, either Party may disclose or make available to the other Party information about its business affairs, products, confidential intellectual property, trade secrets, third-party confidential information, and other sensitive or proprietary information, whether orally or in written, electronic, or other form or media/in written or electronic form or media, and whether or not marked, designated, or otherwise identified as "confidential" (collectively, "**Confidential Information**"). Confidential Information does not include information that, at the time of disclosure is: (a) in the public domain; (b) known to the receiving Party at the time of disclosure without any obligation of confidentiality; (c) rightfully obtained by the receiving Party on a non-confidential basis from a third party; or (d) independently developed by the receiving Party. The receiving Party shall not disclose the disclosing Party's Confidential Information to any person or entity, except to the receiving Party's employees or agents who have a need to know the Confidential Information for the receiving Party to exercise its rights or perform its obligations hereunder. Notwithstanding the foregoing, each Party may disclose Confidential Information to the limited extent required (i) in order to comply with the order of a court or other governmental body, or as otherwise necessary to comply with applicable law, *provided that* the Party making the disclosure pursuant to the order shall first have given written notice to the other Party and made a reasonable effort to obtain a protective order; or (ii) to establish a Party's rights under this Agreement, including to make required court filings. On the expiration or termination of the Agreement, the receiving Party shall promptly return to the disclosing Party all copies, whether in written, electronic, or other form or media, of the disclosing Party's Confidential Information, or destroy all such copies and certify in writing to the disclosing Party that such Confidential Information has been destroyed. Each Party's obligations of non-disclosure with regard to Confidential Information are effective as of the Effective Date and will expire three (3) years from the termination or expiration of this Agreement; provided, however, with respect to any Confidential Information that constitutes a trade secret (as determined under applicable law), such obligations of non-disclosure will survive the termination or expiration of this Agreement for as long as such Confidential Information remains subject to trade secret protection under applicable law.

7. Intellectual Property Ownership: Feedback.

(a) Supplier IP. Customer acknowledges that, as between Customer and Supplier, Supplier owns all right, title, and interest, including all Intellectual Property Rights, in and to the Supplier IP and, with respect to Third-Party Products, the applicable third-party Suppliers own all right, title, and interest, including all Intellectual Property Rights, in and to the Third-Party Products.

(b) Feedback. If Customer or any of its employees or contractors sends or transmits any communications or materials to Supplier by mail, email, telephone, or otherwise, suggesting or recommending changes to the Supplier IP, including without limitation, new features or functionality relating thereto, or any comments, questions, suggestions, or the like ("**Feedback**"), Supplier is free to use such Feedback irrespective of any other obligation or limitation between the Parties governing such Feedback. Customer hereby assigns to Supplier on Customer's behalf, and on behalf of its employees, contractors and/or agents, all right, title, and interest in, and Supplier is free to use, without any attribution or compensation to any party, any ideas, know-how, concepts, techniques, or other Intellectual Property Rights contained in the Feedback, for any purpose whatsoever, although Supplier is not required to use any Feedback.

8. Customer data and data protection

(a) The Customer shall own all rights, title and interest in and to all of the Customer Data and shall have sole responsibility for the legality, reliability, integrity, accuracy and quality of the Customer Data.

(b) In the event of any loss or damage to Customer Data caused by the Supplier, the Customer's sole and exclusive remedy shall be for the Supplier to use all reasonable endeavours, having regard to the state of technological development and the cost of doing so, to restore the lost or damaged Customer Data from the latest back-up of such Customer Data maintained by the Supplier. The Supplier shall not be responsible for any loss, destruction, alteration or disclosure of Customer Data caused by any third party.

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

(d) The parties acknowledge that for the purposes of the Data Protection Legislation, if the Supplier Processes any personal data on the Customer's behalf when performing its obligations under this Agreement, the Customer is the Data Controller and the Supplier is the Data Processor. Schedule 1 of each Order Form shall set out the subject-matter, nature and purpose of Processing by the Supplier, the duration of the Processing, the types of Personal Data and categories of Data Subject and, if the Customer has provided its consent to allow Personal Data to be transferred outside the European Economic Area (EEA), details of the necessary requirements in relation to the execution of EU Data Processor clauses.

(e) Without prejudice to the generality of paragraph (c), to the extent that the Customer collects and passes Personal Data to the Supplier pursuant to this Agreement, it represents warrants and undertakes that:

(i) it has obtained appropriate authority from all Data Subjects to whom the Personal Data relates, or has provided them with the requisite information required under the Data Protection Legislation, to pass their Personal Data to the Supplier for the purposes for which the Supplier intends to use it and/or as specified by the Customer in writing;

(ii) it has all necessary appropriate consents and notices (as required by the Data Protection Legislation or otherwise) in place to enable lawful transfer of the Personal Data to the Supplier for the duration and purposes of this Agreement so that the Supplier may lawfully use, Process and transfer the Personal Data in accordance with this Agreement on the Customer's behalf; and

(iii) the Personal Data is accurate and up to date.

(f) Without prejudice to the generality of paragraph (c), the Supplier shall, in relation to any Personal Data processed in connection with the performance by the Supplier of its obligations under this agreement:

(i) process that Personal Data only on the written instructions of the Customer (unless the Supplier is required to do otherwise by Data Protection Legislation). Where the Supplier is relying on Data Protection Legislation as the basis for Processing Personal Data, the Supplier shall notify the Customer of this before performing the Processing required by Data Protection Legislation unless the Data Protection Legislation prohibits the Supplier from so notifying the Customer;

(ii) ensure that all personnel who have access to and/or Process Personal Data are obliged to keep the Personal Data confidential;

(iii) not transfer any Personal Data outside of the UK unless the prior written consent of the Customer has been obtained and the following conditions are fulfilled (i) the Customer or the Supplier has provided appropriate safeguards in relation to the transfer; (ii) the Data Subject has enforceable rights and effective legal remedies; (iii) the Supplier complies

with its obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred; and (iv) the Supplier complies with reasonable instructions notified to it in advance by the Customer with respect to the processing of the Personal Data;

- (iv) assist the Customer, at the Customer's cost and taking into account the nature of the Processing and the information available to the Processor, 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;
- (v) notify the Customer without undue delay on becoming aware of a Personal Data breach;
- (vi) at the written direction of the Customer, delete or return Personal Data and copies thereof to the Customer on termination of the agreement unless required by applicable Law to store the Personal Data; and
- (vii) maintain complete and accurate records and information to demonstrate its compliance with this clause and at the cost of the Customer allow for audits by the Customer or the Customer's designated auditor upon reasonable notice.

(g) Each party shall ensure that it has in place appropriate technical and organisational measures, reviewed and approved by the other party, to protect against unauthorised or unlawful Processing of Personal Data and against accidental loss or destruction of, or damage to, Personal 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).

(h) The Customer consents to the Supplier appointing a third-party processor of Personal Data under this Agreement, including the processors set out in Exhibit D. If the Supplier wishes to change third-party processors of Personal Data under this Agreement, or add additional third-party processors of Personal Data, it shall notify the Customer in writing at least 30 days prior to any such change or addition taking place. If the Customer does not object to the proposed change or addition in writing within 10 Business Days of receipt of the notification then the Customer shall be deemed to have consented to the change or addition. If the Customer objects to the change or addition in accordance with this provision the Supplier shall, from the date on which the third party processor is engaged, cease providing the Customer with the element of the Service to which the third party processing relates. The Supplier confirms that it has entered or (as the case may be) will enter with a third-party processor, it shall (i) enter into a written agreement incorporating terms that are substantially similar to those set out in this clause 8 and (ii) shall at all times remain fully responsible, and liable, for the acts and omissions of any such third-party processor of Personal Data unless the Customer has entered into a direct agreement with such third-party processor via opt-in/click-through terms and conditions.

(i) In the Processor's reasonable opinion, to the extent that it believes that any instruction received by it is likely to infringe the Data Protection Legislation or any other applicable law, the Processor shall immediately inform the Controller.

9. Limited Warranty and Warranty Disclaimer.

(a) To the extent applicable, Supplier warrants that (i) the Services will perform materially as described in the Documentation for the Term and (ii) the Supplier has and shall maintain ISO27001 and Cyber Essentials accreditation for the Term (and any Renewal Term). The warranties set forth in this Section 9(a) do not apply and become null and void if Customer or any Authorised User: (1) breaches any provision of this Agreement; (2) does not promptly notify Supplier in writing of any non-conformance regarding the warranty; (3) installs or uses the Services on or in connection with any hardware or software not specified in the Documentation or expressly authorised by Supplier in writing; or (4) misuses the Services, including any use of the software other than as specified in the Documentation or expressly authorised by Supplier in writing. In the event of a breach of a warranty in Section 9(a) Supplier shall first: (i) repair or replace the applicable Services, provided that Customer provides Supplier with all information Supplier reasonably requests to resolve the reported failure, including sufficient information to enable the Supplier to recreate such failure; or (ii) secondly, if the Supplier is unable (without unreasonable liability or expense) to repair or replace the Services in accordance with (i), then terminate this Agreement or the applicable Transaction Document(s) and refund the pro rata unused portion of any Fees paid for such Services, subject to Customer's ceasing all use of the terminating Services. The remedies set forth in this Section 9(a) are Customer's sole remedies and Supplier's sole liability under the limited warranties set forth in this Section 9(a). THE FOREGOING WARRANTY DOES NOT APPLY, AND SUPPLIER STRICTLY DISCLAIMS ALL WARRANTIES, WITH RESPECT TO ANY THIRD-PARTY PRODUCTS. Notwithstanding the foregoing, to the extent available and possible in accordance with such third party's terms and conditions (in place with the Supplier), the Supplier shall pass on to the Customer any warranties provided by the Suppliers of the third-party products used by the Supplier in providing the Services (but the Supplier shall not be required to negotiate the right to do this in the terms agreed with such third parties).

(b) EXCEPT FOR THE LIMITED WARRANTY SET FORTH IN SECTION 9(a), THE SUPPLIER IP IS PROVIDED "AS IS" AND SUPPLIER HEREBY DISCLAIMS ALL WARRANTIES AND CONDITIONS, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE. SUPPLIER SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES AND CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT (SAVE AS PROVIDED FOR IN CLAUSE 10 BELOW), AND ALL WARRANTIES ARISING FROM COURSE OF DEALING, USAGE, OR TRADE PRACTICE. EXCEPT FOR THE LIMITED WARRANTY SET FORTH IN SECTION 9(a), SUPPLIER MAKES NO WARRANTY OF ANY KIND THAT THE SUPPLIER IP, OR ANY PRODUCTS OR RESULTS OF THE USE THEREOF, WILL MEET CUSTOMER'S OR ANY OTHER PERSON'S REQUIREMENTS, OPERATE WITHOUT INTERRUPTION, ACHIEVE ANY INTENDED RESULT, BE COMPATIBLE OR WORK WITH ANY SOFTWARE, SYSTEM, OR OTHER SERVICES, OR BE SECURE, ACCURATE, COMPLETE, FREE OF HARMFUL CODE, OR ERROR FREE.

10. Indemnification.

(a) Supplier Indemnification.

(i) Supplier shall indemnify, defend, and hold harmless Customer from and against any and all losses, damages, liabilities, costs (including reasonable legal fees) ("**Losses**") incurred by Customer resulting from any third-party claim, suit, action, or proceeding ("**Third-Party Claim**") that the Services, or any use of the Services in accordance with this Agreement, infringes or misappropriates such third party's Intellectual Property Rights, patents, trade-marks, copyrights, or trade secrets, *provided that* Customer promptly notifies Supplier in writing of the claim, cooperates with Supplier, and allows the Supplier sole authority to control the defence and settlement of such claim. The Supplier shall keep the Customer regularly updated and shall consider any representations made by the Customer. The Supplier shall use reasonable endeavours to provide the Customer the details of any settlement prior to finalising said settlement.

(ii) If such a claim is made or appears possible, the Customer agrees to permit the Supplier, at the Supplier's sole discretion, to (A) modify or replace the Services, or component or part thereof, to make it non-infringing, or (B) obtain the right for the Customer to continue use. If the Supplier (acting reasonably)

determines that neither alternative is reasonably available, the Supplier may terminate this Agreement, in its entirety or with respect to the affected component or part, effective on 30 days written notice to the Customer and the provisions of clause 12(d) below shall apply

(iii) This Section 10(a) will not apply to the extent that the alleged infringement arises from: (A) use of the Services in combination with data, software, hardware, equipment, or technology not provided by Supplier or authorised by Supplier in writing; (B) modifications to the Services not made by Supplier; (C) Customer Data; or (D) Third-Party Products.

(b) Customer Indemnification. Customer shall indemnify, hold harmless, and, at Supplier's option, defend Supplier from and against any Losses resulting from any Third-Party Claim that the Customer Data, or any use of the Customer Data in accordance with this Agreement, infringes or misappropriates such third party's Intellectual Property Rights and any Third-Party Claims based on Customer's or any Authorised User's (i) negligence or wilful misconduct; (ii) use of the Services in a manner not authorised by this Agreement; (iii) use of the Services in combination with data, software, hardware, equipment or technology not provided by Supplier or authorised by Supplier in writing; or (iv) modifications to the Services not made by Supplier, *provided that* Customer may not settle any Third-Party Claim against Supplier unless the Supplier (acting reasonably) consents to such settlement, and *further provided that* Supplier will have the right, at its option, to defend itself against any such Third-Party Claim if it considers (acting reasonably) that it is necessary to protect the Supplier, or to participate in the defence thereof by counsel of its own choice.

(c) Sole Remedy. THIS CLAUSE SETS FORTH CUSTOMER'S SOLE REMEDIES AND SUPPLIER'S SOLE LIABILITY AND OBLIGATION FOR ANY ACTUAL, THREATENED, OR ALLEGED CLAIMS THAT THE SERVICES INFRINGE, MISAPPROPRIATE, OR OTHERWISE VIOLATE ANY INTELLECTUAL PROPERTY RIGHTS OF ANY THIRD PARTY.

11. Limitations of Liability.

(a) IN NO EVENT WILL EITHER PARTY BE LIABLE UNDER OR IN CONNECTION WITH THIS AGREEMENT UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, INDEMNIFICATION, AND OTHERWISE, FOR ANY: (a) CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, AGGRAVATED, OR PUNITIVE DAMAGES; (b) INCREASED COSTS, DIMINUTION IN VALUE, OR LOST BUSINESS, PRODUCTION, REVENUES, OR PROFITS; (c) LOSS OF GOODWILL OR REPUTATION; (d) USE, INABILITY TO USE, LOSS, INTERRUPTION, DELAY OR RECOVERY OF ANY DATA, OR BREACH OF DATA OR SYSTEM SECURITY; OR (e) COST OF REPLACEMENT GOODS OR SERVICES, IN EACH CASE REGARDLESS OF WHETHER THE RELEVANT PARTY WAS ADVISED OF THE POSSIBILITY OF SUCH LOSSES OR DAMAGES OR SUCH LOSSES OR DAMAGES WERE OTHERWISE FORESEEABLE. IN NO EVENT WILL EITHER PARTY'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, AND OTHERWISE EXCEED THE TOTAL AMOUNTS PAID TO SUPPLIER UNDER THIS AGREEMENT IN THE TWELVE (12) MONTH PERIOD PRECEDING THE EVENT GIVING RISE TO THE CLAIM. THIS LIMITATION SHALL NOT APPLY TO ANY INDEMNITY SET OUT WITHIN THIS AGREEMENT.

(b) In respect of the indemnities provided under this agreement, the Suppliers indemnities at clause 8(i) and 10(a) shall each be limited to a maximum liability of one million pounds (£1,000,000) in relation to any one event or series of connected events.

12. Term and Termination.

(a) Term. This Agreement shall commence on the date of signing and continue for the Initial Subscription Period. At the end of the Initial Subscription Period, the agreement shall automatically renew for additional successive one (1) year terms unless either Party gives the other Party written notice of non-

renewal at least sixty (60) days prior to the expiration of the then-current term (each a "**Renewal Term**") and each Renewal Term shall be considered as part of the Term.

(b) Termination. In addition to any other express termination right set forth in this Agreement:

(i) Either party may terminate this Agreement, effective on written notice, if they: (A) fail to pay any amount when due hereunder, and such failure continues more than thirty (30) days after delivery of written notice thereof; or (B) breaches any of its obligations under Section 2(d) or 6;

(ii) either Party may terminate this Agreement, effective on written notice to the other Party, if the other Party materially breaches this Agreement, and such breach: (A) is incapable of cure; or (B) being capable of cure, remains uncured thirty (30) days after the non-breaching Party provides the breaching Party with written notice of such breach; or

(iii) either Party may terminate this Agreement, effective immediately upon written notice to the other Party, if the other Party: (A) becomes insolvent or is generally unable to pay, or fails to pay, its debts as they become due; (B) files or has filed against it, a petition for voluntary or involuntary bankruptcy or otherwise becomes subject, voluntarily or involuntarily, to any proceeding under any domestic or foreign bankruptcy or insolvency law; (C) makes or seeks to make a general assignment for the benefit of its creditors; or (D) applies for or has appointed a receiver, trustee, custodian, or similar agent appointed by order of any court of competent jurisdiction to take charge of or sell any material portion of its property or business.

(c) Effect of Expiration or Termination. Upon expiration or earlier termination of this Agreement, the Customer shall immediately discontinue use of the Supplier IP and, without limiting Customer's obligations under 6, the Customer shall delete, destroy, or return all copies of the Supplier IP and certify in writing to the Supplier that the Supplier IP has been deleted or destroyed. Supplier will delete, destroy, or return copies of Customer Data within a reasonable time after Termination. No expiration or termination will affect Customer's obligation to pay all Fees that may have become due before such expiration or termination, or, in and of itself, entitle Customer to any refund.

(d) Customer Data: Following termination or expiry of this Agreement, the Supplier shall make no further use of any Customer Data it may have in its possession but shall preserve such Customer Data for a period of fifteen days following the date of the termination or expiry of this Agreement. The Customer is responsible for retrieving any of its Customer Data independently during such 15 day period provided that the Supplier shall enable the Customer to access the Licensed Software in order to retrieve the Customer Data in the same format as contained on the Licensed Software, provided that the Customer has, at that time, paid all Fees and charges outstanding at and resulting from termination (whether or not due at the date of termination). The Customer shall pay reasonable expenses incurred by the Supplier in returning the Customer Data (as applicable). Following such period, the Supplier shall have the right to (at its sole election) delete, destroy or return any such Customer Data to the Customer.

(e) Survival. This Section 12(e) and Sections 1, 5, 6, 7, Section 8(b), 9, 10, and 13 shall survive any termination or expiration of this Agreement. No other provisions of this Agreement survive the expiration or earlier termination of this Agreement.

13. Miscellaneous.

(a) Entire Agreement. This Agreement, together with any other documents incorporated herein by reference and all related Exhibits, constitutes the sole and entire agreement of the Parties with respect to the subject matter of this Agreement and supersedes all prior and contemporaneous understandings, agreements, and representations and warranties, both written and oral, with respect to such subject matter.

(b) Order of Precedence. In the event of any inconsistency between the statements made in the body of this Agreement, the related Exhibits, and any other documents incorporated herein by reference, the following order of precedence governs: (i) the Order Form and any documents attached to it; (ii), this

Agreement, excluding its Exhibits; (iii) the Exhibits to this Agreement as of the Effective Date; and (iii) any other documents incorporated herein by reference.

(c) Notices. All notices, requests, consents, claims, demands, waivers, and other communications hereunder (each, a "**Notice**") must be in writing and addressed to the Parties at the following addresses

Supplier: ICONI, Unit 20, Ormeau Business Park, Belfast, BT7 2JA

Email: support@enspirio.com

Customer: the Customer contract details as set out in the Order Form.

or to such other address that may be designated by the Party giving Notice from time to time in accordance with this Section. Notices sent in accordance with this Section will be deemed effectively given: (a) when received, if delivered by hand, with signed confirmation of receipt; (b) when received, if sent by a nationally recognised overnight courier, signature required; (c) when sent, if by email (in each case, with confirmation of transmission) if sent during Normal Business Hours, and on the next business day if sent after Normal Business Hours; and (d) on the third (3rd) day after the date mailed by certified or registered mail, return receipt requested, postage prepaid.

(d) Force Majeure. Neither party shall be liable for any delay or failure to perform its obligations under this Agreement if such delay or failure is caused by events beyond the reasonable control of the affected party, including but not limited to acts of God, war, terrorism, natural disasters, strikes, government restrictions, pandemics, or other unforeseen events ("Force Majeure Event"). The affected party shall notify the other party in writing as soon as possible after the occurrence of a Force Majeure Event, providing details and an estimate of the anticipated duration of the delay or failure to perform. The affected party shall take all reasonable steps available to it to minimise the effects of Force Majeure Event on the performance of its obligations under this Agreement. If the party affected by the Force Majeure Event fails to comply with its obligations set out in this clause 13(d), then no relief for Force Majeure shall be available to it and the obligations of each party shall continue in force. Save as provided in this clause 13(d), a Force Majeure Event shall not entitle either party to terminate this Agreement and neither party shall be in breach of this Agreement, or otherwise liable to the other, by reason of any delay in performance or non-performance of any of its obligations due to the Force Majeure Event. If a Force Majeure Event continues for a period exceeding 60 days, either party may terminate this Agreement upon written notice to the other party without further liability.

(e) Amendments and Modifications. No amendment to or modification of this Agreement is effective unless it is in writing and signed by an authorised representative of each Party.

(f) Waiver. No waiver by any Party of any of the provisions hereof will be effective unless explicitly set forth in writing and signed by the Party so waiving. Except as otherwise set forth in this Agreement, (i) no failure to exercise, or delay in exercising, any rights, remedy, power, or privilege arising from this Agreement will operate or be construed as a waiver thereof, and (ii) no single or partial exercise of any right, remedy, power, or privilege hereunder will preclude any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege.

(g) Severability. If any provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability will not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.

(h) Governing Law, Venue, and Arbitration: 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 interpreted in accordance with the law of England and Wales. Any dispute, controversy or

claim arising out of or relating to this Agreement, including any question regarding its breach, existence, validity or termination, or the legal relationships established by this agreement, or any non-contractual claims (whether in tort or otherwise), shall be referred to and finally determined by arbitration under the UNCITRAL Arbitration Rules. The seat of the arbitration shall be London and the law governing this arbitration agreement shall be English Law, and the language of the arbitration shall be English. The arbitrator will have no authority to award damages exceeding the amount identified in Section 11 of this Agreement (Limitation of Liability). The tribunal shall consist of one arbitrator to be appointed by the parties or, failing agreement by the parties within 10 days of service of written notice by either party to the other party requesting agreement to the appointment of an arbitrator, the appointing authority shall be London Court of International Arbitration who shall make the appointment at the request of either party.. Except as may be required by law, neither a party nor the arbitrator may disclose the existence, content or results of any arbitration without the prior written consent of both parties, unless to protect or pursue a legal right. Neither party to this Agreement may assign or otherwise transfer any of its rights or delegate or otherwise transfer any of its obligations hereunder, in each case whether voluntarily, involuntarily, by operation of law or otherwise, without the prior written consent of the other party, which consent shall not be unreasonably withheld, conditioned, or delayed. Any purported assignment, transfer or delegation in violation of this Section will be null and void. No assignment, transfer or delegation will relieve the assigning or delegating Party of any of its obligations hereunder. This Agreement is binding upon and inures to the benefit of the Parties and their respective permitted successors and assigns.

Neither the ability to refer to any dispute to arbitration shall prejudice either party's ability to seek recourse through the courts of England and Wales. Either party may seek to appeal an arbitration decision through the courts.

(i) Equitable Relief. Each Party acknowledges and agrees that a breach or threatened breach by such Party of any of its obligations under clause 6, would cause the other Party irreparable harm for which monetary damages would not be an adequate remedy and agrees that, in the event of such breach or threatened breach, the other Party will be entitled to equitable relief, including a restraining order, an injunction, specific performance, and any other relief that may be available from any court, without any requirement to post a bond or other security, or to prove actual damages or that monetary damages are not an adequate remedy. Such remedies are not exclusive and are in addition to all other remedies that may be available at law, in equity or otherwise.

(j) Counterparts. This Agreement may be executed in counterparts, each of which is deemed an original, but all of which together are deemed to be one and the same agreement.

[SIGNATURE PAGE IN ORDER FORM]

EXHIBIT A SERVICE LEVELS

The Supplier endeavours that the Services shall have 99.9% availability during Normal Business Hours, measured monthly (excluding scheduled maintenance time and, for the avoidance of doubt, any periods of time outside of Normal Business Hours). If Customer requests maintenance during these hours, any uptime or downtime calculation will exclude periods affected by such maintenance. Further, any downtime resulting from outages of third party connections or utilities or other reasons beyond the Supplier's control will also be excluded from any such calculation.

For these purposes, **Downtime** shall mean that the Service (i) is inoperable and/or cannot be accessed by the Customer or its Authorised Users due to an issue solely attributable to the Supplier's systems, personnel or infrastructure; or (ii) is incapable of performing its primary or major functionalities as outlined in the Documentation (for which no available alternative solutions are provided by the Supplier) and, for the avoidance of doubt, **Downtime** shall exclude (i) the Service operating with minor faults or at a reduced speed or with limited functionality but remains available and capable of performing its functionalities, (ii) maintenance periods (whether scheduled or requested by the Customer) or (iii) the Service operating with problems caused by Customer's/User's utilities, third party connections and configurations (for access or otherwise) or misuse or failure to meet Service system requirements or reasons which are otherwise out of the Supplier's control.

The Supplier shall determine, using its reasonable and good faith discretion at all times, any uptime or downtime calculation, taking into account the evidence provided by the Customer.

Customer's sole and exclusive remedy, and the Supplier's entire liability, in connection with Service availability shall be that, if the Supplier fails to meet the following Service monthly uptime levels, the Supplier will credit the Customer as follows:

- 98.1% - 99% uptime within Normal Business Hours: Customer shall receive a service credit of 5% of the pro rata monthly fee;
- 97.1% - 98% uptime within Normal Business Hours: Customer shall receive a service credit of 10% of the pro rata monthly fee; and
- below 97% uptime within Normal Business Hours: Customer shall receive a service credit of 20% of the pro rata monthly fee

and provided that no more than one such service credit shall accrue per working day.

Downtime shall begin to accrue as soon as the Customer notifies the Supplier (in accordance with the notice details provided in the Order Form) that the Customer has recognised that Downtime is taking place, and continues until the availability of the Services is restored. In order to receive Downtime credit, Customer must notify the Supplier in writing within 24 hours from the time of Downtime, and failure to provide such notice will forfeit the right to receive Downtime credit. For the avoidance of doubt, whilst Downtime may be notified outside of Normal Business Hours, any Downtime credit shall only accrue in respect of Downtime within Normal Business Hours.

Such credits may not be redeemed for cash but shall be accrued and used as a credit against the next occurring payment of the Fees, save in the final year of the Term (or Renewal Term as appropriate) where service credits accrued shall become an amount payable by the Supplier on expiry or termination of the Agreement (such amount shall become due within thirty (30) days of said expiry or termination and Supplier's blocking of data communications or other Service in accordance with its policies shall not be deemed to be a failure of the Supplier to provide adequate service levels under this Agreement.

EXHIBIT B SUPPORT SERVICES

1. STANDARD SUPPORT SERVICES

1. If expressly provided for in the Order Form, the Supplier shall during the Term provide software support services in relation to the Licensed Software to the Customer as detailed in clauses 1.2 to 1.9 below (the “**Standard Support Services**”).

2. During Normal Business Hours, the Supplier will provide first-line technical support to the Customer's Authorised Users using the Licensed Software (“Service Desk Support”) via Phone, Email, or the application's ‘Contact Service Desk’ feature. Faults raised outside of Normal Business Hours must be logged by the Customer via email or the ‘Contact Service Desk’ feature to the Supplier. The Customer shall submit sufficient material and information to enable the Supplier's Service Desk to replicate the problem. Sufficient material and information shall include (but shall not be limited to) specific references to users/records of the fault and frequency, information (with screenshots if available) of any error messages and details of any steps taken to rectify the issue undertaken by the Customer or its User).

3. The Supplier's Service Desk will use all reasonable endeavours to resolve the problem as soon as reasonably practicable. When appropriate, the Supplier will endeavour to give an estimate of how long a problem may take to be resolved. Initial target response times from initial contact with the Supplier's Service Desk are:

TARGET RESPONSE	CATEGORY
1 hours	Critical faults rendering the Software inoperable e.g. service down.
4 Hours	Serious faults where any function/section of the application is inoperable or any major functionality is impaired.
8 Hours	Minor faults with updates to the application being required or minor functionality impaired.

5. Additional support options (such as further consultancy, advice and guidance and any support outside of the scope of the Standard Support Services) will be coordinated by the Supplier's assigned Customer Account Manager on agreement within the Order Form and fees applicable to such additional support shall be outlined therein.

6. In the event that the Supplier deems it necessary, an upgrade or maintenance release will be carried out as part of the Service Desk support (and where possible will be implemented outside of Normal Business Hours and, regardless of the time of implementation, the Supplier shall use all reasonable endeavours to keep downtime to a minimum and to minimise disruption to the Customer's business). The Supplier shall (save in the case of emergency) give the Customer reasonable, where possible, prior notice of any planned maintenance or downtime.

6. Although the Supplier will use all reasonable endeavours to resolve reported faults as soon as reasonably practicable, some problems or bugs may be due to third party Hosting Services issues (such as MS Azure) on which the application runs and would require a fix or “service pack” update from third parties. In these instances, the Supplier shall use reasonable endeavours to design and implement a work-around until the relevant update is available.

7. The scope of standard support services includes application errors/bug fixes and the following services shall **not** be included as Standard Support Service (but the following is not an exhaustive list):

- Operator errors (including but not limited to the Customer overriding data structures and validation rules, or where the Customer does not follow operational procedures leading to data entry errors);
- the creation of new users;
- the role management of existing users;

- resolving queries which cause little or no impact upon the Customer's general use of the system;
- resolving minor database amendments which are causing little or no impact to the Customer's business (i.e. correction of one-off minor data entry errors);
- Errors resulting from the lack of training from the Customer to ensure that its Authorised Users are reasonably trained to use the Licensed Software;
- Support tickets that would require the creation of specialist scripts; and
- Support tickets relating to issues outside of the Supplier's control.

8. The Supplier does not warrant that the Customer's use of the Services (or Licensed Software or any related hardware) will be uninterrupted or error-free nor that the Services and Licensed Software, made available by the Supplier to the Customer and/or the information obtained by the Customer through the Services will meet the Customer's requirements. The Supplier shall not be responsible for any delays, delivery failures, or any other loss or damage resulting from the transfer of data over communications networks and facilities controlled by the Customer.

EXHIBIT C

HOSTING SERVICES

The Customer acknowledges and agrees that in respect of the provision of the Hosting Services these are made available by the Supplier in its capacity as a Microsoft re-seller and these services are subject to the terms of the Microsoft Customer Agreement which are subject to change by Microsoft. By using our Hosting Services, the Customer agrees to comply with the Microsoft Customer Agreement (in force from time to time), which governs the use of Microsoft Azure services. The Microsoft Customer Agreement can be reviewed at <https://www.microsoft.com/licensing/docs/customeragreement>. The Service Supplier shall not be liable for any issues arising from the use of Microsoft Azure (or other Hosting Services from time to time) including but not limited to service outages, data loss or security breaches to the extent liability for such issues is governed by the Microsoft Customer Agreement. Customers are responsible for reviewing the Microsoft Customer Agreement periodically to stay informed of any updates. The Customer acknowledges and agrees that any warranty relating to the Hosting Services is given by Microsoft not the Supplier and is as set out in the Microsoft Customer Agreement.

EXHIBIT D

Third Party Processors:

Microsoft: for Azure Hosting in the UK

FireText: gateway for sending SMS messages

SMTP2Go: gateway for sending emails

getAddress(): address and postcode lookup

Zendesk: for managing helpdesk support tickets