



Terms and Conditions

Standard Terms

December 2025

Classification: Restricted



Imosphere Terms and Conditions dated:

xx/xx/20xx

Between:

Imosphere Limited

and

CUSTOMER

PARTIES

(1) Imosphere Limited, incorporated and registered in England and Wales with company number 02878495, whose registered office is at 3 Princes Court, Royal Way, Loughborough, Leicestershire, LE11 5XR ("Supplier"); and

(2) CUSTOMER, whose registered office is at **CUSTOMER ADDRESS** ("Customer").

The following definitions and rules of interpretation shall apply to this Agreement:

Term	Definition
Agreement	This agreement, together with its schedules.
Authorised Users	Those employees, agents and independent contractors of the Customer who are authorised by the Customer to use the Services and the Documentation.
Automated or AI assisted Processing	Processing of data using automated or machine-assisted techniques, including rule-based logic or artificial intelligence, designed to support consistency, efficiency or analysis but not to replace professional judgement or statutory decision-making.
Customer Data	The data inputted by the Customer, Authorised Users, or the Supplier on the Customer's behalf for the purpose of using the Services or facilitating the Customer's use of the Services.
Customer Personal Data	As defined in clause 12.1
Data Loss Event	As defined in clause 12.16.
Documentation	The document made available to the Customer by the Supplier from time to time which sets out a description of the Services and the user instructions for the Services.
Extended Term	As defined in clause 2.1.
Initial Term	As defined in clause 2.1.
Service Definition Document/Product Specification	The service specification submitted by the Supplier to the Customer setting out information about products and services.
SLA	The Service Level Agreement between the parties.

- Clause, schedule and paragraph headings shall not affect the interpretation of this Agreement.
- A person includes an individual, corporate or unincorporated body (whether or not having separate legal personality) and that person's legal and personal representatives, successors or permitted assigns.
- A reference to a company shall include any company, corporation or other body corporate, wherever and however incorporated or established.
- Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.

- Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.
- A reference to a statute or statutory provision is a reference to it as it is in force as at the date of this agreement.
- A reference to a statute or statutory provision shall include all subordinate legislation made as at the date of this agreement under that statute or statutory provision.
- A reference to writing or written includes e-mail and letter.
- References to clauses and schedules are to the clauses and schedules of this agreement; references to paragraphs are to paragraphs of the relevant schedule to this agreement.

Scope of Services

- 1.1. The Supplier is the legal and beneficial owner of the Licensed Programs and is willing to license the Customer to use the Licensed as part of the Services on the terms and conditions set out in this Agreement.
- 1.2. The Supplier shall, during the Initial Term and then current Extended Term (as appropriate), provide the Services and make available the Documentation to the Customer on and subject to the terms of this Agreement.
- 1.3. The Supplier will, as part of the Services and in consideration of the annual support fees set out in Schedule 1, provide the Customer with the Supplier's standard customer support services (Service Level Agreement).
- 1.4. Unless expressly specified in the Service Level Agreement or the Service Definition Document, all additional services and or products will be chargeable.
- 1.5. In the case of conflict or ambiguity between any provision contained in the body of these terms and conditions and any provision contained in any schedules or appendices the following order of precedence shall apply: (a) the body of these Terms and Conditions; (b) Service Level Agreement; and (c) the Service Definition Document/Product Specification.
- 1.6. The Supplier may update, enhance, modify or replace elements of the Services from time to time, including introducing new functionality or retiring existing functionality, provided that such changes do not materially reduce the core functionality of the Services as described in the Service Definition Document.
- 1.7. The Services are provided as a decision-support and consistency tool only. The Supplier does not provide legal, financial or statutory advice, and the Customer remains solely responsible for all decisions, determinations, assessments and statutory compliance arising from use of the Services.

Term of Agreement

- 2.1. This Agreement will begin on the date this Agreement is last signed unless otherwise specified. Unless terminated earlier as provided in clause 3 or this clause, this Agreement shall continue for a period of **12-months** ("Initial Term") and shall automatically extend for 12-months ("Extended Term") at the end of the Initial Term and at the end of each Extended Term. Either party may give written notice to the other not later than 60-days before the end of the Initial Term or the relevant Extended Term, to terminate this Agreement at the end of the Initial term or relevant Extended Term, as the case may be.
- 2.2. Each Extended Term shall continue on the same terms and conditions as this Agreement unless expressly varied in writing by the parties, with updated fees or scope set out in Schedule 1.
- 2.3. Each party shall identify one or more individuals to act as representatives in relation to the Agreement. Such individuals may be changed by written notification to the other from time to time.
- 2.4. Any changes in work content, charges or contractual conditions must be agreed in writing and signed by an authorised representative of each party. Any additional

services and/or products which are purchased by the Customer will be subject to a separate agreement.

Termination of Agreement

3.1. This Agreement may be terminated prior to the end of the Initial Term or the then current Extended Term in the following circumstances:

- By either party if the other is in material breach of any other term of this Agreement and either that breach is incapable of remedy or if remediable fails to remedy that breach within a period of 14 days after receiving written notice requiring it to remedy that breach;
- By either party if the other party repeatedly breaches any of the terms of this Agreement in such a manner as to reasonably justify the opinion that its conduct is inconsistent with it having the intention or ability to give effect to the terms of this Agreement;
- By the Supplier by written notice to the Customer if the Customer fails to pay any undisputed fee when due provided the Supplier has previously given written notice requiring it to remedy such non-payment.
- Where the Supplier has suspended the Services due to non-payment or material breach and such suspension continues for more than 30 days, the Supplier may terminate this Agreement by written notice.

3.2. All termination notices to the Supplier should be sent by email to Finance@imosphere.co.uk.

3.3. Upon expiry or termination of this Agreement for any reason:

- all licences granted under this Agreement shall immediately terminate and the Customer shall immediately cease all use of the Licensed Programs, Third Party Products, and any manuals and documentation supplied; and
- the Customer will return any property (including manuals and documentation) belonging to the Supplier. The Supplier will return any property belonging to the Customer; and
- the Supplier will provide the Customer with an extract of all Customer Data entered into or generated through the Customer's use of the Services, in a commonly used and machine-readable format, within 30 Working Days of the effective date of termination of this Agreement; and
- the Supplier will abide by the Supplier's Data Retention Policy, unless otherwise specified by the Customer; and
- the Customer shall pay a fair and reasonable price for all work in progress at the time of the termination and pay for any outstanding materials, services or other items ordered by the Supplier in connection with this agreement. Settlement will be within one month of termination; and
- any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination or expiry, including the right to claim damages in respect of any breach of the Agreement which existed at or before the date of termination or expiry shall not be affected or prejudiced.

Performance

- 4.1. The Supplier shall make available the Licensed Programs and any relevant Third-Party Products for use as part of the Services. The Supplier warrants that the Licensed Programs and the relevant Third-Party products will perform substantially in accordance with the SLA and Service Definition Document/Product Specification and that any implementation, hosting, support, training and other services will be performed with reasonable skill and care. To the fullest extent permitted by law, the Supplier does not give any warranty in relation to the Third-Party Products except to the extent such warranty is expressly set out in the Service Definition Document/Product Specification, SLA or this agreement.

Customer Responsibilities

- 5.1. The Customer shall not access, store, distribute or transmit any Viruses, or any material during the course of its use of the Services that:
- is unlawful, harmful, threatening, defamatory, obscene, infringing, harassing or racially or ethnically offensive;
 - facilitates illegal activity;
 - depicts sexually explicit images;
 - promotes unlawful violence;
 - is discriminatory based on race, gender, colour, religious belief, sexual orientation, disability; or
 - is otherwise illegal or causes damage or injury to any person or property;
 - and the Supplier reserves the right, without liability or prejudice to its other rights to the Customer, to disable the Customer's access to any material that breaches the above provisions.
- 5.2. The Customer shall not:
- except as may be allowed by any applicable law which is incapable of exclusion by agreement between the parties and except to the extent expressly permitted under this Agreement:
 - attempt to copy, modify, duplicate, create derivative works from, frame, mirror, republish, download, display, transmit, or distribute all or any portion of the Licensed Programs, Third Party Products and/or Documentation (as applicable) in any form or media or by any means; or
 - attempt to de-compile, reverse compile, disassemble, reverse engineer or otherwise reduce to human-perceivable form all or any part of the Licensed Software or Third Party Products; or
 - access all or any part of the Services and Documentation in order to build a product or service which competes with the Services and/or the Documentation; or

- use the Services and/or Documentation to provide services to third parties; or
 - subject to as otherwise expressly provided in this Agreement, license, sell, rent, lease, transfer, assign, distribute, display, disclose, or otherwise commercially exploit, or otherwise make the Services and/or Documentation available to any third party except the Authorised Users; or
 - attempt to obtain, or assist third parties in obtaining, access to the Services and/or Documentation, other than as expressly provided under this Agreement.
- 5.3. The Customer shall use all reasonable endeavours to prevent any unauthorised access to, or use of, the Services and/or the Documentation and, in the event of any such unauthorised access or use, promptly notify the Supplier.
- 5.4. The rights provided under this Agreement are granted to the Customer only and shall not be considered granted to any subsidiary or holding company of the Customer.
- 5.5. The Customer shall use reasonable endeavours to meet the roles and responsibilities allocated to it as set out above.
- 5.6. The Customer shall:
- make available to the Supplier general and technical information, data, other material and personnel as may reasonably be required for the Supplier to fulfil its obligations under this Agreement;
 - provide the Supplier with all necessary co-operation in relation to this Agreement;
 - provide the Supplier with all reasonable necessary access to such information as may be required by the Supplier;
 - comply with all applicable laws and regulations with respect to its activities under this Agreement;
 - carry out all other Customer responsibilities set out in this Agreement in a timely and efficient manner; and
 - ensure that its network and systems comply with the relevant specifications provided by the Supplier in the technical specifications document which when updated will be communicated to customers.

Supplier Warrants

6.1. The Supplier warrants that:

- It has the right to enter into this Agreement and to grant to the Customer the licence to use the Licensed Programs and Third-Party Products as part of the Services as contemplated by this Agreement; and
- The Supplier has taken reasonable precautions to ensure the Licensed Programs are free from Viruses and other malicious code; and

- The Services are ISO/IEC 27001 accredited.
- 6.2. The Supplier, in relation to the Software and the Services, shall maintain such accreditation(s) and certifications throughout the term of this agreement.
- 6.3. The warranty in clause 0 shall not apply to the extent of any non-conformance which is caused by use of the Licensed Programs contrary to the Supplier's instructions, or modification or alteration of the Licensed Programs by any party other than the Supplier or the Supplier's duly authorised contractors or agents.
- 6.4. Notwithstanding the provisions of the SLA, if the Customer notifies the Supplier of any defect or fault in the Licensed Programs and/or any services provided in consequence of which it fails to conform to any of the warranties in clause 0, the Supplier shall, at the Supplier's option, use its reasonable endeavours to repair or replace the Licensed Products or, as appropriate, repeat the services concerned. Such repair, substitution or repetition constitutes the Customer's sole and exclusive remedy for any breach of the warranties set out in clause 0.
- 6.5. Where the Services include Automated or AI-Assisted Processing, any outputs generated are intended to support consistency and efficiency only and do not replace professional judgement or statutory decision-making. The Customer remains solely responsible for all decisions, determinations and actions taken in reliance on such outputs, and the Supplier does not warrant that such outputs are authoritative or determinative.
- 6.6. The Supplier does not give any warranty in relation to the Third Party Products except to the extent such warranty is expressly set out in the Service Definition Document/Product Specification, the SLA or this Agreement. Where a warranty is given in relation to the Third Party Products, then if the Customer notifies the Supplier of any defect or fault in the Third Party Products in consequence of which it fails to conform to any of the Third Party Products related warranties set out in the Service Definition Document/Product Specification, SLA or this Agreement, the Supplier shall, at the Supplier's option, use its reasonable endeavours to repair or replace the Third Party Products concerned. Such repair or substitution constitutes the Customer's sole and exclusive remedy for any breach of any such warranties.
- 6.7. Notwithstanding the foregoing, the Supplier:
- does not warrant that the Customer's use of the Licensed Programs, Third Party Products or Services will be uninterrupted or error-free;
 - does not warrant that the Licensed Programs, Third Party Products, Services, Documentation and/or the information obtained by the Customer through the Services will meet the Customer's requirements; and
 - is not responsible for any delays, delivery failures, or any other loss or damage resulting from the transfer of data over communications networks and facilities, including the internet, not under the direct control of the Supplier and the Customer acknowledges that the Services and Documentation may be subject to limitations, delays and other problems inherent in the use of such communications networks and facilities not under the direct control of the Supplier. By way of example, for the purposes of this clause the following shall not be deemed to be under the direct control of the Supplier: communication networks or facilities that are the responsibility of

the Customer; and those provided by third party communications network providers.

6.8. The Supplier will not be liable for any delay in performing any of its obligations under this Agreement provided that, and to the extent that, such delay is caused by the Customer's failure to perform the roles and responsibilities outlined in this agreement. Under these circumstances, the Supplier shall be entitled to a reasonable extension of time for fulfilment of its obligations taking into account the delay caused.

6.9. The Supplier may suspend access to the Services where it reasonably believes that the Customer's use of the Services presents a security risk, legal risk, or risk to the integrity or availability of the Services.

Authorised Users

7.1. Subject to the Customer paying all the fees set out in Schedule 1, the Supplier grants to the Customer a non-exclusive, non-transferrable right, without the right to grant sublicences, to permit Authorised Users to use the Licensed Programs as part of the Services and use the Documentation during the term of the Agreement solely for the Customer's internal business operations.

7.2. Schedule 1 will set out any restrictions on the number of authorised users. If no restrictions are set out in Schedule 1, usage is restricted to the named organisation only.

Payment

8.1. Specific prices and payment schedules for products and/or services will be specified in Schedule 1.

8.2. Upon the Agreement being automatically extended under clause 2.1, the then current annual licence fee and annual support fee for the Licensed Programs will not increase in any single year by more than 5% or the percentage increase in the Consumer Price Index (CPI) during the preceding 12 months, whichever is the greater for the extended term(s).

8.3. Payment of undisputed fees for Licensed Programs and/or services shall be paid in accordance with the payment profile set out in Schedule 1.

8.4. Any additional expenses incurred by the Supplier will be payable by the Customer only where approved in writing by the Customer in advance.

8.5. Payment terms for undisputed fees are 30 days from receipt of invoice by the Customer.

8.6. The Supplier reserves the right to claim statutory interest at 8% above the Bank of England base rate in force on the date the undisputed debt becomes overdue and at any subsequent rate where the base rate changes and the undisputed debt remains unpaid in accordance with the Late Payment of Commercial Debts (Interest) Act 1998 as amended and supplemented by the Late Payment of Commercial Debts Regulations 2002.

- 8.7. If the Supplier has not received payment for undisputed fees within 30 days after the due date, and without prejudice to any other rights and remedies of the Supplier, the Supplier may, without liability to the Customer, disable the Customer's password, account and access to all or part of the Licensed Programs and/or the Services and the Supplier shall be under no obligation to provide any or all of the Services while the invoice(s) concerned remain unpaid.
- 8.8. Any use of the Services after expiry or termination of this Agreement without the Supplier's consent shall constitute a material breach, and the Supplier reserves the right to invoice for such unauthorised use.

Modifications and Alterations to the Licenced Programs

- 9.1. The Customer shall not allow the Licensed Programs, Third Party Products or Services to be modified, adjusted, maintained or repaired by any person other than the Supplier, or its authorised agents unless written authorisation given by the Supplier. For the avoidance of doubt this shall not limit customisation or configuration of the user configurable elements of the front-end of the Licensed Programs by the Customer and its appointed administrators.
- 9.2. The Customer shall ensure that the Licensed Programs and Third Party Products are operated, and the Services are used, in accordance with instructions supplied by the Supplier from time to time.

Confidentiality

- 10.1. "Confidential Information" refers to any data or information disclosed by one party (the "Discloser") to the other party (the "Receiver"), which would reasonably be considered to be private or proprietary, that is marked "confidential" or that is not generally known and where the release of that information could reasonably be expected to cause harm to the Discloser. Confidential Information may include:
 - Any information relating to technical, operational or financial aspects of the Discloser and which pertains to, but is not limited to, all intellectual property rights, all trade secrets, customer commercial strategy and objectives, all agreements (whether in writing or not) which exist at the time of revealing the content thereof to the Receiver, the content of all possible future agreements which may be entered into with any other party, all knowledge obtained by way of research and development, irrespective of whether the aforementioned information that is revealed is applicable to technical, operational or financial aspects of the Discloser;
 - Any information of whatever nature relating to technical, operational or financial aspects of the Discloser, whether in writing or in electronic form or pursuant to discussions between the parties, or which can be obtained by examination, testing, visual inspection or analysis, including, without limitation, scientific, business or financial data or information, know-how, formulae, processes, designs, sketches, photographs, plans, drawings, specifications, sample reports, models, studies, findings, computer software, inventions or ideas; and
 - Analyses, concepts, compilations, studies and other material which contain or otherwise reflect or are generated from any such information disclosed by the Discloser.
- 10.2. The Discloser agrees to, during the term of this Agreement and thereafter, keep confidential and secret, and shall not use for any purposes (other than implementation of this Agreement and the SLA) and not without the prior written consent of the Discloser to disclose to any third party (except its sub-contractors

and professional advisors who need to know that information or as may be required by any law or any legal or regulatory authority) any Confidential Information, unless such information is public knowledge or already known to the Receiver at the time of disclosure, or subsequently comes lawfully into the possession of the Receiver from a third party. The Receiver shall use its reasonable endeavours to prevent the unauthorised disclosure of any such Confidential Information.

- 10.3. All written and oral Confidential Information and material disclosed or provided by the Discloser to the Receiver under this Agreement is confidential information regardless of whether it was provided before or after the date of this Agreement.
- 10.4. For the avoidance of doubt, the Supplier acknowledges that the Customer Data is the Confidential Information of the Customer.

Ownership of Intellectual Property

- 11.1. The Customer acknowledges and agrees that the Supplier and/or its licensors own all intellectual property rights in the Services and the Documentation. The use of all intellectual property rights in the Services and the Documentation is for the non-exclusive use of the Customer for the Initial Term of this Agreement, and any Extended Term, unless otherwise specified.
- 11.2. The title, copyright, intellectual property rights and distribution rights of the intellectual property rights in the Services and Documentation remain exclusively with the Supplier.
- 11.3. The Customer shall own all right, 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 all such Customer Data.
- 11.4. If the Customer wishes to share any of the Supplier's products or information with a third party, they must gain the written permission of the Supplier in advance of sharing these products or this information.

Information Security and Data Processing

- 12.1. Each party will ensure compliance with all relevant Data Protection Legislation. For the purposes of this Agreement, "Data Protection Legislation" shall be defined as 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 (SI2003/2426) as amended and any other applicable 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 (and the guidance and codes of practice issued by the relevant data protection or supervisory authority and applicable to a party. This clause is in addition to, and does not relieve, remove or

replace, any obligations or rights of either party under the Data Protection Legislation.

- The parties acknowledge that the Supplier processes personal data (as defined in the Data Protection Legislation) on the Customer's behalf ("Customer Personal Data") when performing its obligations under this Agreement, the Customer is the controller and the Supplier is the processor of Customer Personal Data for the purposes of the Data Protection Legislation. The Customer shall be solely responsible for the legality, reliability, integrity, accuracy and quality of all Customer Personal Data.
- Without prejudice to the generality of clause 0, the Customer warrants: (a) that it has all necessary appropriate consents and notices in place to enable lawful transfer of the Customer Personal Data to the Supplier for the duration and purposes of this Agreement; and (b) that there is, and it has, a legal basis for each type of processing it is conducting, and the Supplier will conduct, on the Customer Personal Data; in each case so that the Supplier may lawfully use, process and transfer the Customer Personal Data in accordance with this Agreement on the Customer's behalf.

- 12.2. The Supplier shall make available to the Customer the document titled "Security and Data Handling Information" which sets out the scope, nature and purpose of processing, the categories of personal data and data subjects, and the technical and organisational measures applied to protect Customer Personal Data. This document forms part of this Agreement for the purposes of the Data Protection Legislation.
- 12.3. The Supplier will only act on the written instructions of the Customer in regard to the Customer Personal Data being processed (unless the Supplier is required by Data Protection Legislation to process the Customer Personal Data). The Supplier will notify the Customer and the ICO (if required under the Data Protection Legislation) in the event of a Data Loss Event.
- 12.4. The Supplier will notify the Customer within 24 hours of receiving or becoming aware of any of the below:
- a) Receiving a Data Subject Access Request related to the Customer Personal Data covered in this Agreement;
 - b) Receiving a request to rectify, block or erase any Customer Personal Data covered in this Agreement;
 - c) Receiving any other request, complaint or communication relating to the Customer Personal Data;
 - d) Receiving any communication from the Information Commissioner or any other regulatory authority in connection with Customer Personal Data processed under this Agreement;
 - e) Receiving a request from any third party for disclosure of Customer Personal Data where compliance with such request is required except where such notification is prohibited by law; or
 - f) Becoming aware of a Data Loss Event.

- 12.5. The Supplier will maintain complete and accurate records to demonstrate compliance with its obligation under this clause 12 and immediately inform the Customer if, in the opinion of the Supplier, an instruction infringes the Data Protection Legislation. These records can be requested by the Customer at any time.
- 12.6. The Supplier will ensure that it has in place appropriate technical and organisational measures and protective measures, including (but not limited to) anti-malware, backup and business continuity, change management, employee screening, information handling and exchange, information risk and opportunity management, physical security and network controls to protect against unauthorised or unlawful processing of the Customer Personal Data and against accidental loss or destruction of, or damage to, Customer Personal Data (a "Data Loss Event"), having taken account of:
- a) the nature of the Customer Personal Data to be protected;
 - b) the harm that might result from a Data Loss Event; and
 - c) the state of technological development and the cost of implementing any measures; and will review these on a regular basis.
- 12.7. Such measures may further 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 Customer 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.
- 12.8. Additional controls requested (such as compliance with the Customer's data retention periods) by the Customer must be identified to the Supplier in writing and implementation shall be subject to approval by the Supplier. Acceptance of such obligation by the Supplier shall not serve to relieve the Supplier of its obligation under clause 0 or the wider Data Protection Legislation.
- 12.9. The Supplier will ensure that its staff do not process Customer Personal Data except in accordance with the Data Protection Legislation and the instructions of the Customer as appropriate and have undergone adequate training in the use, protection and handling of Customer Personal Data.
- 12.10. The Supplier will not transfer Customer Personal Data outside of the United Kingdom and the EU unless: (a) the Supplier or Customer provides appropriate safeguards in relation to the transfer; (b) the data subject has enforceable rights and effective legal remedies; (c) an adequate level of protection to any personal data that is transferred is provided; and (d) written consent has been received from the Customer.
- 12.11. The Supplier will allow for audits of its data processing activity by the Customer or the Customer's designated auditor if required (provided the Customer provides at least 7-days prior written notice of such audit save where such audit is mandated by the Customer's regulatory authority and requires earlier access when the Customer shall provide as much notice as it is reasonably able).
- 12.12. The Supplier will take steps to promptly provide support with information required to answer any complaint, communication or request in relation to or in

compliance with obligations under the Data Protection Legislation received by the Customer relating to the Customer Personal Data held by the Supplier including where a request is received from a data subject and where the request is with respect to security, breach notifications, impact assessments and consultations with supervisory authorities or regulators and take all steps to enable the Customer to comply with any procedures in respect of security breach notification. The Supplier will not normally charge the Customer additional fees for this work but reserves the right to do so where the necessary efforts are particularly onerous on the Supplier and result in costs which go above and beyond the contract costs paid by the Customer.

12.13. At the end of the contract the Supplier will delete or return all Customer Personal Data and copies to the Customer in line with the written instruction of the Customer and provide written confirmation of this.

12.14. The Supplier will support the Customer in their compliance with Data Protection Legislation and cooperate with supervisory authorities in relation to all data processing and governance matters.

12.15. Without limiting the effect of the foregoing provisions, the Supplier shall:

- take reasonable precautions to preserve the integrity of any Customer Personal Data which it processes and to prevent any corruption or loss of such data;
- make a backup copy of such Personal Customer Data daily and record the copy on media from which the data can be reloaded if there is any corruption or loss of the data; and
- in such event and if attributable to any default by the Supplier, promptly restore the Customer Personal Data from the latest backup copy kept by the Supplier, at its own expense. Such restoration shall be the Customer's sole and exclusive remedy in the event of any corruption or loss of the Customer Personal Data, save where the loss, corruption or breach of obligations is caused by the Supplier, its personnel or its appointed sub-processors.

12.16. For the avoidance of doubt, the Supplier shall not be liable for any loss of Customer Personal Data or any other information caused by the Customer or its employee – including accidental deletion of such data or information. In such circumstances, the Supplier shall not be obliged to restore such Customer Personal Data and other information from backups held by it. However, the Supplier may agree to attempt to restore such Customer Personal Data and other information at a price agreed between the parties.

12.17. Where Automated or AI-Assisted Processing is used, such processing shall be conducted in accordance with the Data Protection Legislation and the documented instructions of the Customer.

Sub-processors

13.1. Before allowing any sub-processor to process Customer Personal Data the Supplier will:

- a) Notify the Customer in writing of the intended sub-processor and processing;
 - b) Obtain the Customer's written consent;
 - c) Enter into a written agreement with the sub-processor which clarifies their responsibilities in regards to data processing and incorporate terms which reflect and will continue to reflect the requirements of the Data Protection Legislation;
 - d) Provide the Customer with such information regarding the sub-processor as the Customer may reasonably require.
- As between the Customer and the Supplier, the Supplier shall remain fully liable for all acts or omissions of any sub-processor appointed by it.
 - The Customer consents to the Supplier appointing a third-party processor to provide hosting services in respect of the Customer Personal Data under this Agreement. The Supplier confirms that it has entered or (as the case may be) will enter with the third-party processor into a written agreement incorporating appropriate data protections terms. As between the Customer and the Supplier, the Supplier shall remain fully liable for all acts or omissions of any third-party processor appointed by it pursuant to this clause 0. If a new third-party processor is required, the Supplier will notify the Customer.

Complaints Process

- 14.1. The Customer shall make any complaints to the Supplier in writing. The Supplier will acknowledge each complaint within five Working Days of receipt. The Supplier will appoint a dedicated person to resolve the issue and aims to resolve the complaint in full within 10-15 Working Days of receipt and will keep the Customer updated on progress.

Indemnity

- 15.1. Subject to clause 15.2 and clause 15.4, the Supplier shall defend the Customer against any and all reasonable direct liabilities, costs, expenses, damages and losses suffered or incurred by the Customer arising out of or in connection with any claim brought against the Customer for actual or alleged infringement by the Licensed Products of a third party's intellectual property rights in the United Kingdom.
- 15.2. The indemnity in clause 15.1 is conditional on the Customer:
- a) notifying the Supplier in writing of any claim against it in respect of which it wishes to rely on the indemnity at clause 15.1 without delay (**IPRs Claim**);
 - b) allowing the Supplier to conduct all negotiations and proceedings and to settle the IPRs Claim;

- c) providing the Supplier with such reasonable assistance regarding the IPRs Claim as is required by the Supplier; and
 - d) not, without the prior written consent of the Supplier, making any admission relating to the IPRs Claim or attempting to settle it.
- 15.3. In the defence or settlement of any claim, the Supplier may procure the right for the Customer to continue using the Licensed Programs, replace or modify the Licensed Programs without a material reduction or material alteration in functionality so that they become non-infringing.
- 15.4. In no event shall the Supplier, its employees, agents and sub-contractors be liable to the Customer under clause 15.1 or otherwise to the extent that the actual or alleged infringement is based on:
 - a) modification of the Licensed Program by anyone other than the Supplier or authorised third parties; or
 - b) the Customer's use of the Licensed Programs otherwise than in accordance with the Documentation; or
 - c) the Customer's use of the Licensed Programs after notice of the alleged or actual infringement from the Supplier or any appropriate authority.

Limitation of Liability

- 16.1. The extent of the Supplier's liability under or in connection with this Agreement (regardless of whether such liability arises in tort, contract or in any other way and whether or not caused by negligence, breach of statutory duty, restitution or misrepresentation) shall be as set out in this clause.
- 16.2. Subject to clause 16.8, the Supplier's total liability shall not exceed the higher of:
 - one hundred per cent (100%) of the total charges in the contract year in which the breach occurred; or
 - any sum paid to the Supplier following a successful claim under an appropriate liability insurance held by the Supplier.
- 16.3. In clause 16.2:
 - "contract year" means a 12-month period preceding the breach; and
 - "total charges" means all sums paid by the Customer in respect of Services actually supplied by the Supplier, whether or not invoiced to the Customer.
- 16.4. Subject to clause 16.8, the Supplier shall not be liable for any consequential, indirect or special loss.
- 16.5. Subject to clause 16.8, the Supplier shall not be liable for any of the following (whether direct or indirect):
 - loss of profit;
 - loss of data;
 - loss of use;

- loss of production;
 - loss of contract;
 - loss of opportunity;
 - loss of savings, discount or rebate (whether actual or anticipated);
 - harm to reputation or loss of goodwill.
- 16.6. The limitations of liability set out in clauses 16.2 to 16.5 shall apply in respect of any indemnities given by the Supplier under this Agreement and any amounts recovered as indemnities will be included in calculating total liability under clause 16.2.
- 16.7. Except as expressly stated in this Agreement, and subject to clause 16.8, all warranties, representations and conditions whether express or implied by statute, common law or otherwise are excluded to the extent permitted by law.
- 16.8. Notwithstanding any other provision of this Agreement, the liability of the Supplier shall not be limited in any way in respect of the following:
- fraud or fraudulent misrepresentation;
 - any other losses which cannot be excluded or limited by applicable law; and
 - any losses caused by wilful misconduct.
- 16.9. Except as expressly and specifically provided in this Agreement, the Customer assumes sole responsibility for results obtained from the use of the Services by the Customer, and for conclusions drawn from such use. The Supplier shall have no liability for any damage caused by errors or omissions in any information or instructions provided to the Supplier by the Customer in connection with the Services, or any actions taken by the Supplier at the Customer's direction.

Force Majeure

- 17.1. Neither party shall have any liability to the other under this Agreement if it is prevented from or delayed in performing its obligations under this Agreement or from carrying on its business, by acts, events, omissions or accidents beyond its reasonable control, including, without limitation, strikes, lock-outs or other industrial disputes (whether involving its workforce or that of any other party), failure of a utility service or transport or telecommunications network, act of God, war, riot, civil commotion, malicious damage, 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, provided that the other is notified of such an event and its expected duration.

Waivers and Remedies

- 18.1. No failure or delay by a party to exercise any right or remedy provided under this Agreement or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other

right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

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

Governing Law

- 18.1 This Agreement will be governed by and construed in accordance with the laws of England and the parties irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this Agreement or its subject matter or formation (including non-contractual disputes or claims).

Entire Agreement

- 19.1 This Agreement (together with related schedules and appendices), the SLA and the Service Definition Document/Product Specification, constitutes the entire agreement between the parties and no amendment, alteration, addition or variation of any right, term or condition of this Agreement will be of any force or effect unless reduced to writing and signed by the parties to this Agreement. The Parties agree that there are no conditions, variations or representations, whether oral or written and whether expressed or implied or otherwise, other than those contained in this Agreement and the documents referred to within.
- 19.2 Each party acknowledges that in entering into this Agreement it does not rely on, and shall have no remedies in respect of, any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this Agreement.
- 19.3 No terms or conditions endorsed upon, delivered with or referred to in the Customer's purchase order or similar document shall form part of this Agreement or vary its terms.

Assignment

- 20.1 Both the Customer and Supplier shall not, without the prior written consent of the other Party, assign, transfer, charge, sub-contract or deal in any other manner with all or any of its rights or obligations under this Agreement.
- 20.2 Notwithstanding the foregoing, the Supplier may assign or transfer this Agreement, in whole or in part, to any successor entity or group company as part of a corporate reorganisation, merger, acquisition or sale of assets, provided that such assignment does not materially reduce the protections afforded to the Customer under this Agreement.

Severance

- 21.1 If any provision or part-provision of this Agreement is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of this Agreement.
- 22.2 If any provision or part-provision of this Agreement is invalid, illegal or unenforceable, the parties shall negotiate in good faith to amend such provision so that, as amended, it is legal, valid and enforceable, and, to the greatest extent possible, achieves the intended commercial result of the original provision.

Counterparts

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

Third Party Rights

- 23.1 A person who is not a party to this Agreement shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Agreement, but this does not affect any right or remedy of a third party which exists, or is available, apart from that Act.

SCHEDULE 1

Schedule 1 may be updated and signed by the parties to reflect extensions, pricing updates or additional modules without re-executing the full Agreement.

Fees

Line Item	Cost in GBP (exclusive of VAT)	Comment

Payment Schedule

Line Item	Amount in GBP (exclusive of VAT)	Due by

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

Customer

Signed for and on behalf of the Customer	
Name	
Position	
Date	

Supplier

Signed for and on behalf of Imosphere Ltd (the Supplier)	
Name	
Position	
Date	