



Master Services Agreement - Terms & Conditions

1. DEFINITIONS

In this Contract the following words have the following meanings:

1.1 “Affiliate” means any direct or indirect holding Company or Subsidiary Company of the relevant entity. A Company is a “Subsidiary” of another Company, if the latter company: (a) holds a majority of the voting rights in it; or (b) is a member of it and has the right to appoint or remove a majority of its board of directors; or (c) is a member of it and controls alone, pursuant to an agreement with other shareholders or members, a majority of the voting rights in it. “Company” includes anybody corporate or any legal entity capable under law of making a contract.

1.2 “Artificial Intelligence” (AI) means any system, model or algorithm that performs tasks normally requiring human intelligence, including but not limited to perception, reasoning, pattern recognition, decision-making, language processing or autonomous behaviour. For the purposes of this Contract, AI includes machine learning (ML), deep learning, natural language processing (NLP), computer vision and generative AI models, regardless of whether they are developed by Zinc, the Client or third parties.

1.3 “Client” means the ‘Client’ specified in the Order Form.

1.4 “Client Infrastructure” means the Client’s systems and technical infrastructure, including those systems that directly or indirectly interface and/or are interoperable with, and/or impact on, the Services, and which are not under Zinc’s management and control and explicitly identified as Zinc’s responsibility under this Contract, but excluding the Connectivity Infrastructure.

1.5 “Connectivity Infrastructure” means the internet, telecommunications links, broadband and/or third-party software and systems which are neither owned or supplied by Zinc or the Client and which connect the Services and/or the Zinc Software to wide area networks.

1.6 “Contract” means these MSA Terms & Conditions, the Order Form, and the Schedules.

1.7 “Costs” means costs, liabilities, penalties, and charges.

1.8 “Deliverables” means the output/deliverables in respect of any Services, excluding any Materials.

1.9 “Effective Date” means the contract date of the signed Order Form.

1.10 “Fees” means the fees and charges specified in the Order Form and the SOW(s).

1.11 “Hardware” means any hardware to be supplied by Zinc to the Client as set out in the Order Form.

1.12 “Hosted Services” means ‘Hosted Services’ as described in the Order Form.

1.13 “Intellectual Property Rights” means all copyrights (including copyright in computer software), database rights, rights in inventions, patent applications, patents, trademarks, trade names, know-how, service marks, design rights (whether registered or unregistered), trade secrets, rights in confidential information and all other industrial or intellectual property rights of whatever nature for the full duration of such rights, including any extensions or renewals.

1.14 “Law” means any applicable laws, regulations, regulatory constraints, obligations, proclamations, rules (including binding codes of practice and statement of principles incorporated and contained in such rules), or applicable judgment of a relevant court of law which is a binding precedent, in each case in force in any jurisdiction that is or may be applicable to this Contract.

1.15 “Marketplace” means the curated collection of proprietary and third-party applications, integrations, plug-ins or Micro Apps that may be made available to the Client within or alongside the Zinc Software and Hosted Services

1.16 “Materials” means any tangible materials delivered by Zinc to the Client under this Contract or any SOW(s).

1.17 “Micro App” means a lightweight software module or application developed either by Zinc, the Client, or third parties that operates independently or alongside the core Zinc Software to perform specific functions or workflows.

1.18 “Order Form” means the order form setting out the Services required by the Client, including any modification or customisation of the Zinc Software.

1.19 “SLO” means the Service Level Obligations as described and set out in Schedule 1.

1.20 “Statement of Work” or “SOW” means a contract for specified professional services that is made in accordance with Clause 5.3.

1.21 “User Data” means any information, materials, or data: (a) uploaded, stored or created in or using the Zinc Software by: (i) the Client or its users; or (ii) by Zinc or a third party on the Client’s or its users’ instructions; and/or (b) provided to Zinc by (or on behalf of) the Client or its users.

1.22 “Zinc Software” means the Zinc software as described in the Order Form.

1.23 “Zinc” means Zinc Digital Business Solutions Ltd, a company registered in England and Wales with company number 05235293 of The Old Garage, Bedford Road, Little Houghton, Northampton NN71AB. Zinc Systems is the trading name of Zinc Digital Business Solutions Ltd.

2. HOSTED SERVICES AND SOFTWARE

2.1 From the Go-Live Date Zinc shall provide Hosted Services substantially in accordance with the SLO and the Order Form with reasonable skill and care in accordance with good industry practice, subject to the terms of this Contract and provided that Zinc does not warrant that the Client's use of Hosted Services will be uninterrupted or error free. Zinc shall have no liability for breach of warranty or otherwise arising as a result of: (a) the failure by the Client to implement recommendations made by Zinc in respect of solutions to faults previously advised by or on behalf of Zinc, (b) any repair or modification of the Software by any person other than Zinc or its authorised sub-contractors, (c) performance failures, errors, or incompatibilities caused by third-party systems, software, or integrations not expressly managed, supported, or certified by Zinc in writing. Zinc shall use its reasonable endeavours to meet the timescales specified in the Order Form and the SLO. Resolution times are targets rather than guarantees.

2.2 Subject to the Client complying at all times with the terms of this Contract, and subject to clause 2.6, Zinc grants to the Client a non-exclusive non-transferable, non-sub-licensable licence for the duration of this Contract to: (a) permit its authorised users to use the Zinc Software via the Hosted Services and at all times in compliance with the Law, subject to the licensing parameters set out in the Order Form; (b) permit its authorised users to install and use the Zinc Software at all times in compliance with the Law, subject to the licensing parameters set out in the Order Form; and (c) use the Materials and Deliverables for the Licensing Purpose.

2.3 Zinc shall not be responsible for any failure to provide Hosted Services because of a failure by the Client to comply with its responsibilities under this Contract and: (a) errors in or corruption of the Client Infrastructure, Connectivity Infrastructure, and/or the Client's data; and/or (b) the occurrence of a Suspension Event.

2.4 Zinc reserves the right at its sole discretion to suspend Hosted Services in the event of (each of which shall be a "Suspension Event"): (a) scheduled maintenance services (for which Zinc shall give to the Client as much notice as is reasonably practicable in the circumstances); (b) a material breach by the Client of the terms of this Contract (including a failure to pay the Fees in accordance with Clause 8); (c) where ongoing use by the Client of Hosted Services has, in Zinc's reasonable opinion, the prospect of damaging Hosted Services or degrading performance, whether due to failures in or problems with the Client Infrastructure, failures in or problems with the Connectivity Infrastructure, or the occurrence of an Event of Force Majeure.

2.5 In the event of a failure by Zinc to provide Hosted Services in accordance with this Contract, Zinc will, at its expense, use all reasonable commercial efforts to correct any such failure(s) promptly (which may include the provision of a temporary workaround) in accordance with the SLO and the Order Form. Zinc's provision of corrective services in accordance with this Clause 2.5 shall constitute the Client's exclusive remedy for any breach of Clause 2.1. Nothing in this Clause 2.5 purports to limit Zinc's liability for any failure of Zinc to comply with this Clause 2.5 (for which the provisions of Clause 14 shall apply).

2.6 Client's authorised users shall include only the Client's employees. Notwithstanding the foregoing, if expressly permitted in the licensing parameters set out in the Order Form, the Client's authorised users may also include (to the extent indicated on the Order Form) Client's agents or advisors, Client's Affiliates and/or sub-contractors, in each case who have a need to use the Software and/or Hosted Services for the Licensing Purpose. Where such permissions are given, the details of each third-party user shall be expressly communicated to Zinc by Client and clause 4.5 shall apply.

3. HARDWARE

3.1 Any Hardware supplied by Zinc shall be supplied with the manufacturing warranty only. Zinc's sole liability to the Customer in respect of any such Hardware shall be an obligation to enforce, at the Client's own expense, any rights that Zinc may have against the supplier of such Hardware.

4. CLIENT'S RESPONSIBILITIES

4.1 The Client shall: (a) undertake all reasonable enquiries to satisfy itself that the Services are suitable for its needs before entering into this Contract; (b) adopt such processes and make such changes to its working practices as are necessary to make effective use of the Services; (c) have in place appropriate Client Infrastructure and Connectivity Infrastructure necessary for the provision of Services; (d) maintain and upgrade the Client Infrastructure and Connectivity Infrastructure in accordance with good industry practice, Zinc's reasonable instructions, and any minimum environment recommendations published as part of Software specifications/guidelines (including Zinc guidance as to supported internet browsers); (e) carry out all of its responsibilities set out in this Contract in a timely and efficient manner and, in particular, not act (or fail to act) in a manner that will delay or otherwise adversely impact on Zinc (or its subcontractors) performance of Services; (f) provide Zinc with all necessary information, co-operation, and assistance as may be required by Zinc in order to provide Services; (g) comply with the Law with respect to its activities under this Contract; (h) provide Zinc with such technical support, information, and access to systems and/or data as Zinc reasonably requires in order to maintain System Access for the duration of this Contract; (i) maintain its own back-up of User Data in accordance with good industry practice; (j) ensure that any data (including User Data) migrated to Zinc as part of any data migration project is appropriately cleansed and is free from corruption or material errors; (k) keep confidential the Zinc Software, the Deliverables and the Materials and effect and maintain adequate security measures to safeguard the Zinc Software, Deliverables and Materials from access or use by any unauthorised person and in particular limit access to the same to those employees, agents and sub-contractors who either have a need to know or who are engaged in the use of the Zinc Software, Deliverables and Materials in accordance with the terms of this Contract and (l) obtain and maintain all licenses, consents and permissions that are necessary to enable Zinc to provide the Services.

4.2 The Client shall not, and shall not permit any third party to, copy, adapt, reverse engineer, decompile, disassemble, or modify Zinc Software (or attempt to do the same).

4.3 The Client recognises that the availability of the Hosted Services is, in part, dependent on the stability of the Connectivity Infrastructure, and that changes to the Connectivity Infrastructure may result in the loss of availability of (or the material degradation of) the Hosted Services. The Client shall not make changes to those elements of the Connectivity Infrastructure that are within its control, without consulting with Zinc. The parties agree that changes to Connectivity Infrastructure that are outside of both parties control (and the consequences of such changes) are not the responsibility of either party; save that both parties shall use their reasonable endeavours to mitigate the adverse impact of such changes on the Hosted Services.

4.4 The Client shall permit Zinc, on reasonable notice, to test the Client Infrastructure. If Zinc reasonably considers that the Client Infrastructure is inadequate and/or is (or may be) responsible for performance or functionality failures or degradation, the Client shall make such changes to Client Infrastructure (whether configuration or upgrades) as Zinc may reasonably recommend.

4.5 The Client may use the Hosted Services and Zinc Software only for the advertised purpose. The Zinc Software must not be used for any unlawful or immoral purpose including in relation to adult content or content that may contain harmful programs designed to adversely affect the operation of any computer software or hardware.

4.6 the Client agrees to comply with Zinc's Acceptable Use Policy ("AUP"), as may be updated from time to time and made available at {insert URL}. The AUP includes, but is not limited to, prohibitions on: (a) uploading or sharing offensive, unlawful, or discriminatory content: (b) using the Services to train AI or LLM models: (c) performing unauthorised scraping or data extraction: and (d) any use that may reasonably be expected to damage, disable, or impair the platform or interfere with other users. Zinc reserves the right to suspend access in the event of any breach.

4.7 The Client shall be responsible to Zinc for any third-party use of the Zinc Software and/or Hosted Services pursuant to Clause 2.6, as if such use were by the Client itself. Client shall notify the use restrictions under this Contract to each relevant third-party user and shall ensure that all such third parties comply with the terms of this Contract. Each third-party user shall count towards the numerical restrictions on users described in the licensing parameters set out in the Order Form.

4.8 The Client shall not use, or permit any third party to use, the Zinc Software, Hosted Services, Deliverables, or any data, output, or analytics generated by the platform to: (a) train, fine-tune, test or develop any artificial intelligence (AI) or machine learning (ML) model, (b) create derivative data sets or algorithms that replace the functionality or insights of the Zinc platform, (c) extract Zinc's methodologies, logic, data models or workflow automation techniques through algorithm inference, reverse engineering, or output analysis, (d) become involved with any automated decision-making or profiling in regulated environments (e.g. criminal justice, finance, or critical infrastructure) without prior written consent from Zinc.

4.9 The Client shall not, without the Supplier's prior written consent, conduct or commission any penetration testing, vulnerability scanning, security assessment, or other similar activity in relation to the Zinc Software or any related systems provided by the Supplier. Any such activity, if permitted, must be carried out in accordance with the Supplier's instructions, scope, and conditions. Unauthorised testing or scanning will be deemed a material breach of this Agreement.

4.10 To the extent that Zinc's performance of its obligations under the Contract is prevented or delayed by any breach by the Client of any of its obligations under the Contract and this clause 4 of these MSA Terms and Conditions ("Excusing Cause"), Zinc will not be in breach of the Contract.

4.11 Without Prejudice to any other right or remedy it may have, Zinc will be:

(a) allowed an extension of time to perform its obligations equal to the delay caused by the Excusing Cause: and

(b) entitled to recover any Losses incurred as a result of the Excusing Cause.

5. SERVICES

5.1 Services will be provided pursuant to this Contract if and to the extent that such Services are specified in the Order Form.

5.2 If Zinc's performance of its obligations under this Contract is prevented or delayed by any act or omission of the Client, its agents, sub-contractors or employees: (a) Zinc shall not be liable for any costs, charges or losses incurred by the Client in respect of such failure to perform; and (b) Zinc shall be provided with additional time to perform its obligations, at least equal to the length of the delay caused by the Client.

5.3 This Contract also operates as a framework under which Services may be provided if the parties agree any SOW(s) by completing a SOW pro forma, as set out at Schedule 2. A SOW is deemed completed and binding on the parties if: (a) it is signed by both parties; or (b) it is raised by Zinc in accordance with Clause 5.4 below. Each completed SOW is a separate contract for Services. The completed SOW incorporates all the terms of this Contract that directly or indirectly relate to the SOW.

5.4 In the event that Services are undertaken by Zinc on the written request of the Client and it is not reasonably practicable to populate and execute a SOW in respect of such services prior to such services commencing, as soon as reasonably practicable thereafter Zinc shall raise a retrospective SOW capturing the Services ordered by the Client, with the fees calculated either on a time and materials basis or as a fixed price as specified in a SOW. Such a SOW will not require the Client's signature to be binding on the parties.

5.5 Zinc shall provide Services using reasonable care and skill and in accordance with good industry practice. Both parties shall use their reasonable endeavours to meet the timescales specified in the SOW(s). Zinc shall not be responsible for any failure to achieve deadlines or milestones in the SOW(s) to the extent that the failure has been caused by any delay or default on the part of the Client. Time shall not be of the essence in relation to Zinc.

6. ACCEPTANCE AND TESTING

6.1 This clause shall apply only if Zinc has agreed with the Client to execute software development services to enhance the Zinc Software and/or Hosted Services and SOW is created which articulates the acceptance criteria for such services.

6.2 The parties shall mutually agree in writing the acceptance criteria that will be used to determine whether any enhanced Zinc ("Enhanced Software") is Accepted or Rejected ("Acceptance Criteria"), and in the absence of such agreement the Acceptance Criteria shall be such criteria recommended by Zinc that demonstrate that the Enhanced Software complies with its specification(s).

6.3 The Client shall undertake and complete user acceptance testing in a test environment in accordance with good industry practice and Zinc's reasonable recommendations promptly ("Tests").

6.4 If the Enhanced Software fails the Tests: (a) Zinc shall promptly, and in any event within twenty-one (21) days, endeavour to remedy such failure (noting that Zinc will have limited control over such Enhanced Software that is supplied by third parties) and resubmit the Enhanced Software for a second cycle of Tests in accordance with clause 6.3; or (b) the parties may agree to vary some or all of the Acceptance Criteria in relation to the Enhanced Software and following which Zinc shall promptly submit the Enhanced Software for a second cycle of Tests in accordance with clause 6.3.

6.5 If the Enhanced Software fails a second cycle of Tests, the parties agree that the cycle at clause 6.4 shall be repeated.

6.6 If the Enhanced Software fails a third cycle of Tests, within thirty (30) days of such failure, the Client shall be entitled to Reject the Software, which will entitle the Client to terminate this SOW by giving to Zinc not less than ten (10) days prior written notice, whereupon the Client shall be entitled to receive a refund of all pre-paid Fees under this SOW

6.7 Enhanced Software shall be deemed accepted if: (a) the Client signs an acceptance certificate; (b) the Client does not exercise its rejection rights in accordance with clause 6.6; (c) the Client puts the Enhanced Software into live or operational use.

6.8 The Client's rights at clause 6.6 shall be its exclusive remedies in respect of rejection. In no circumstances shall the Client be entitled to compensation and/or damages (except for the refund(s) set out at clause 6.6).

6.9 The Client shall install and/or implement new releases and/or new versions of Zinc Software promptly.

7. PERSONNEL

7.1 Each party shall appoint the personnel as specified in the Order Form ("Key Personnel"). Each party shall ensure that its Key Personnel shall be contactable using the contact details specified in the Order Form (as updated from time to time). Each party shall inform the other promptly if any of its Key Personnel resigns or for any other reason ceases to work under this Contract.

7.2 Each party shall use their reasonable endeavours to maintain the continuity of their Key Personnel in respect of the management of the Contract, and if such Key Personnel become unavailable, each party shall promptly replace such individuals and ensure that any disruption to the Contract is minimised.

8. PAYMENT

8.1 The Client shall pay: (a) Fees as and when they fall due for payment, as specified in the Order Form; and (b) Fees for Services in the manner specified in the SOW(s) or otherwise fixed as specified under a SOW.

8.2 The Client shall pay any expenses reasonably incurred by Zinc and Zinc personnel in performing its duties under this Contract, including travel, accommodation, subsistence and telecommunication expenses and other ancillary expenses.

8.3 Zinc shall be entitled to raise invoices for Fees and charges as and when they fall due for payment under Clause 8.1.

8.4 The Client shall pay Zinc's invoices: either (a) within thirty (30) days of the date of the invoice; or (b) by the date specified on the invoice.

8.5 The Client may not withhold payment of any amount due to Zinc because of any set-off, counterclaim, abatement, or other similar deduction.

8.6 All fees payable by the Client to Zinc under this Contract are payable in Pounds Sterling (unless another currency is specified in the Order Form) and are exclusive of any tax, levy, currency conversion charge or similar governmental charges, including value added or sales tax, that may be assessed by any jurisdiction, except for income, net worth or franchise taxes on Zinc.

8.7 If any sum payable under this Contract is not paid ten (10) days after the due date for payment then (without prejudice to Zinc's other rights and remedies) (a) Zinc reserves the right to charge interest on that sum on a daily compounded basis (before as well as after any judgment) at the annual rate of ten per cent measured from the due date to the date of payment, provided that at no time shall the Client be required to pay interest at an effective rate higher than legally permissible; and (b) Zinc reserves the right to disable access to the Services until such outstanding fees (and interest, if applicable) are paid in full.

8.8 All Fees shall increase on each anniversary of the Effective Date by an amount, as notified by Zinc in the Order form.

8.9 After the expiry of the Minimum Term, Zinc shall be entitled by giving the Client not less than ninety (90) days' written notice prior to an anniversary of the Effective Date ("Anniversary Date") to increase any or all Fees with effect from the Anniversary Date by an amount that exceeds an Indexed Increase provided that if the Client objects to a Indexed increase it shall be entitled to terminate this Contract with effect from the Anniversary Date by giving to Zinc not less than sixty (60) days' written notice prior to the Anniversary Date. "Indexed Increase" shall mean an annual percentage increase based on the UK Consumer Price Index (CPI) published by the Office for National Statistics, plus two percent (CPI+2%), subject to a minimum increase of five percent (5%) per annum unless otherwise specified in the Order Form. In the event CPI is negative, the minimum increase shall still apply.

8.10 Zinc shall have the right, on reasonable notice and no more than once per year (unless misuse is suspected), to audit the Client's use of the software and Hosted Services to verify compliance with licensing parameters, including but not limited to authorised user limits, storage usage and compute capacity. If any overuse is identified, Zinc may charge additional Fees at its then current rates and the client shall pay such Fees within thirty (30) days of invoice. Zinc also reserves the right to immediately enforce usage restrictions or suspend Services in cases of material overuse.

9. PROPERTY RIGHTS

9.1 Title to the Materials is and shall at times remain with Zinc unless otherwise specified in the Order Form or SOW. Zinc and its licensors own and shall continue to own all Intellectual Property Rights in the Zinc Software and any Deliverables including any updates, enhancements and/or fixes to the same. Full and unencumbered title (with full title guarantee) in Deliverables shall vest in Zinc absolutely upon creation. The Client undertakes at the request of Zinc at all times from the date of this Contract to, and to procure that any and all of its sub-contractors and any third party involved in any SOW(s) shall, do all acts and execute all documents, papers, forms and authorisations and to dispose to or swear all declarations or oaths reasonably necessary and/or desirable to give effect to the provisions of this Clause 9.1.

9.2 The Client shall not, and shall not permit any third party to, reverse engineer, deconstruct, or analyse any output, reports, analytics, dashboards, or insights generated by the Zinc Software or Hosted Services with a view to recreating the underlying models, algorithms, logic or data sets, nor use such outputs to train artificial intelligence or machine learning models, except with Zinc's prior written consent.

10. TERM AND TERMINATION

10.1 The Contract is formed and commences on the Effective Date and shall continue unless and until terminated by either party in accordance with this clause 10.

10.1.1 Either party shall be entitled to terminate the Contract on expiry of the Minimum Term specified in the Order Form and each subsequent anniversary of the Effective Date by giving to the other party not less than ninety (90) days' prior written notice.

10.1.2 Either party shall be entitled to terminate the Contract immediately if the other party commits any material breach of this Contract and fails to remedy that breach within thirty (30) days of written notice of that breach (the 30 day period only applies where a breach is capable of remedy - if it is incapable of remedy, the Contract may be terminated by written notice immediately).

10.2 The SOW(s) shall commence in accordance with Clause 5.3 and shall terminate on completion of the Services or in accordance with this Clause 10.2.

10.2.1 Either party shall be entitled to terminate any SOW(s) immediately by giving to the other party not less than ninety (90) days' prior written notice.

10.2.2 Either party shall be entitled to terminate any SOW(s) immediately by giving written notice to the other party if that other party commits any material breach of the applicable SOW that is incapable of remedy (if the breach is capable of remedy, this Contract may be terminated immediately if the other party fails to remedy that breach within thirty (30) days of written notice).

10.3 Insolvency. Either party shall be entitled to terminate either the Contract and/or any SOW(s) immediately by giving written notice to the other party if that other party has a winding up petition presented or enters into liquidation whether compulsorily or voluntarily (otherwise than for the purposes of amalgamation or reconstruction without insolvency) or makes an arrangement with its creditors or petitions for an administration order or has a receiver, administrator or manager appointed over any of its assets, or a court or arbiter with authority to so determine, determines that the debtor is unable to pay its debts.

11.CONSEQUENCES OF TERMINATION

11.1 On termination of this Contract or any SOW(s) howsoever caused: (a) the rights and duties created by Clauses 8, 9, 12, 13, 14, 17, 18, and 19 shall survive; (b) the rights of either party which arose on or before termination shall be unaffected.

11.2 On termination of this Contract howsoever caused: (a) the SOW(s) shall be unaffected; (b) each party shall return, in good condition, the tangible property of the other party (if any) that was made available under this Contract in accordance with that other party's reasonable instructions; (c) all licences granted shall terminate; (d) the parties shall cooperate as regards the migration of User Data to the Client, subject to any data retention that is required by Law; (e) the Client shall immediately pay to Zinc any sums due under the Contract.

11.3 On termination of any SOW(s) howsoever caused: (a) other SOW(s) and the Contract shall be unaffected; and (b) each party shall return, in good condition, the tangible property of the other party (if any) that was made available under the SOW(s) in accordance with that other party's reasonable instructions. In the event that termination of the SOW(s) precedes completion of the Services: (i) Zinc shall make such partial delivery to the Client of the Materials and Deliverables as is reasonably practicable, such Materials and Deliverables to be provided on an "AS IS" basis; and (ii) if the parties had agreed to a fixed price under the SOW(s), Zinc may (at its sole discretion) reduce the fixed price by an amount that reasonably reflects both the value of the Services that have been provided under the SOW(s) and the cost to Zinc of providing such Services.

12. CONFIDENTIALITY

12.1 Each party that receives ("Receiving Party") non-public business or financial information ("Confidential Information") from the other (or the other's Affiliates) ("Disclosing Party"), whether before or after the date of this Contract shall: (a) keep the Confidential Information confidential, (b) not disclose the Confidential Information to any other person other than with the prior written consent of the Disclosing Party or in accordance with Clauses 12.2, or 12.3; and (c) not use the Confidential Information for any purpose other than the performance of its obligations or its enjoyment of rights under this Contract ("Permitted Purpose").

12.2 The Receiving Party may disclose Confidential Information to its own, or any of its Affiliates, officers, directors, employees agents and advisers who reasonably need to know for the Permitted Purpose (each a "Permitted Third Party"), provided that the Receiving Party shall remain liable to the Disclosing Party for the acts, omissions, and compliance with the terms of this Clause 12 of such Permitted Third Party as if such Permitted Third Party was the Receiving Party (and a party to this Contract). The Receiving Party shall ensure that each Permitted Third Party is made aware of and complies with all the Receiving Party's obligations of confidentiality under this Clause 12.

12.3 If required by Law, the Receiving Party may disclose Confidential Information to a court or regulatory authority or agency, provided that the Receiving party shall (if legally permissible) provide reasonable advance notice to the Disclosing Party and co-operate with any attempt by the Disclosing Party to obtain an order for providing for the confidentiality of such information.

12.4 The parties agree that any breach of the restrictions contained in this Clause 12 may cause irreparable harm to the innocent party, whereupon the innocent party shall be entitled to seek injunctive relief.

13. DATA PROTECTION

13.1 Subject to clause 13.6, Zinc shall not own (or claim ownership rights in respect of) User Data.

13.2 The Client is responsible for the accuracy, reliability, lawfulness, and integrity of all User Data. The Client warrants that User Data shall not be defamatory or offensive and that it, and its users, have all consents, licenses and permissions (including the consent of any Data Subjects) in respect of User Data as are required for Client (and its users) to lawfully upload, store, distribute, publish, share and/or Process the User Data (as applicable): (a) in/through the Zinc Software; and/or (b) to/with other Client users or any third parties who are authorised by the Client or by Law to view/access the User Data. The Client shall indemnify and hold harmless Zinc for Costs arising from a breach of this Clause 13.2, including all Costs associated with handling a complaint or allegation which, if substantiated, would constitute a breach by the Client of this Clause 13.2.

13.3 For the purposes of this Clause 13, "Data Protection Legislation" means the Data Protection Act 2018, the Privacy and Electronic Communications Regulations 2003 and any related act or regulation in the UK, including statutory modification or re-enactment of it, and "Data Controller", "Data Subject", "Personal Data", "Data Processor", and "Process" shall have the meaning specified in the Data Protection Legislation. "Applicable Laws" means (for so long as and to the extent that they apply to Zinc) the law of the European Union, the law of any member state of the European Union and/or the Data Protection Legislation.

13.4 In relation to the Processing of any Personal Data in the User Data, the parties agree that the Client and/or its user(s) is/are the Data Controller and Zinc is the Data Processor. Zinc shall in respect of such Personal Data:

13.4.1 process that Personal Data only on the documented written instructions of the Client unless Zinc is required by Applicable Laws to otherwise process that Personal Data. Where Zinc is relying on Applicable Laws as the basis for processing Personal Data, Zinc shall promptly notify the Client of this before performing the processing required by the Applicable Laws unless those Applicable Laws prohibit Zinc from notifying the Client.

13.4.2 ensure that it has in place appropriate technical and organisational measures, reviewed and approved by the Client, to protect against unauthorised or unlawful processing of 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 Personal Data to be protected, having regard to the state of technological development and the cost of implementing any measures;

13.4.3 ensure that all personnel who have access to and/or process Personal Data are obliged to keep the Personal Data confidential.

13.4.4 not transfer any Personal Data outside of the European Economic Area unless the prior written consent of the Client has been obtained and the Client has provided appropriate safeguards in relation to the transfer.

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

13.4.6 Zinc will notify the Client without undue delay on becoming aware of a Personal Data breach.

13.4.7 at the written direction of the Client, delete or return Personal Data and copies thereof to the Client on termination of the Contract unless required by Applicable Laws to store the Personal Data; and

13.4.8 maintain complete and accurate records and information to demonstrate its compliance with this Clause 13 and allow for audits by the Client on reasonable notice and immediately inform the Client if, in the opinion of Zinc, an instruction infringes the Data Protection Legislation.

13.5 The Client consents to Zinc appointing Amazon Web Services as a third-party processor of Personal Data under this agreement. Zinc confirms that it has entered or (as the case may be) will enter with the third-party processor into a written agreement substantially on that third-party's standard terms of business. As between Zinc and the Client, Zinc shall remain fully liable for all acts or omissions of any third-party processor appointed by it pursuant to this clause 13.5. Zinc shall inform the Client (60) sixty days prior to any proposed change or addition to the appointed third-party processor. If the Client objects to such changes or additions it may terminate this Contract.

13.6 During and after the term, Zinc may access and use anonymised User Data for the purpose of generating aggregate analytics, insights and benchmarking. Such use shall not involve reverse engineering of individual Client behaviour or exposure of identifiable patterns of use or individual business operations, and all data shall be anonymised in accordance with best industry practice.

13.7 Zinc may use AI or machine learning technologies within the Zinc Software and Hosted Services to provide enhanced features, including but not limited to predictive analytics, automated incident summarisation, anomaly detection and workflow optimisation. Zinc may further use anonymised, aggregated data (including metadata and behavioural patterns) to improve its models and services provided such use does not identify the Client or any user.

13.8 Upon reasonable request, Zinc shall provide information on its use of AI systems within the platform, including a summary of functionality, data sources and safeguards in place. Zinc shall not enable AI-driven features for regulated use cases unless contractually agreed and accompanied by appropriate human-in-the-loop controls to override capabilities.

14.LIABILITY

14.1 The following provisions set out Zinc's entire liability (including any liability for the acts or omissions of Zinc's personnel and employees to the Client in respect of any breach of the Contract and any representation, statement or tortious act or omission (including negligence) arising out of or in connection with the Contract.

14.2 Neither party shall exclude or limit its liability for:

- (i) death or personal injury caused by its negligence.
- (ii) fraudulent misrepresentation; and/or
- (iii) breach of Clause 12.

14.3 Zinc shall not be liable for loss of profit, loss of revenue, loss of anticipated savings, loss of goods, loss of contract or loss of goodwill.

14.4 The Client agrees that it will have no remedy in respect of any untrue statement or representation made to it upon which it relied in entering this Contract and that its only remedies can be for breach of contract (unless the statement was made fraudulently).

14.5 Zinc's Contractual Liability to the Client shall not exceed the fees paid (plus any unpaid fees that are payable) under the Contract (but not any SOW) relating to the 12-month period prior to the date in which the claim (or series of connected claims) arose. "Contractual Liability" means liability howsoever arising under or in relation to the subject matter of this Contract that is not:

- (i) unlimited by virtue of Clause 14.2; or
- (ii) excluded pursuant to Clauses 14.3 and 14.4

14.6 Zinc's SOW Liability to the Client shall not exceed the fees paid (plus any unpaid fees that are payable) under the SOW under which the claim (or series of connected claims) arose. "SOW Liability" means liability howsoever arising under or in relation to the subject matter of the SOW under which the claim (or series of connected claims) arose that is not: (a) unlimited by virtue of Clause 14.2; (b) excluded pursuant to Clauses 14.3, 14.4, and 14.5.

14.7 Except as expressly provided in this Contract, Zinc hereby excludes any implied condition or warranty concerning the merchantability, quality or fitness for purpose of its services, whether such condition or warranty is implied by statute or common law.

14.8 The Client shall indemnify and hold harmless Zinc from and against any and all costs, claims, damages and liabilities arising from: (a) the client's or its users misuse of the software or Hosted Services; (b) any breach of export control laws or use of the platform in prohibited, high-risk, or regulated environments (including critical infrastructure, defence, or life safety systems) without prior written consent and (c) misuse of user licenses, including but not limited to shared login credentials in breach of named user restrictions.

14.9 Neither party shall be liable for any delay or failure in performing its duties under this Contract caused by any circumstances beyond its reasonable control. Without limitation, the following shall be regarded as causes beyond either party's reasonable control: (a) act of God, explosion, flood, tempest, fire or accident; (b) unusual atmospheric conditions and unusual conditions in outer space which may affect signals to and from and the workings of satellites; (c) war or threat of war, sabotage, insurrection, civil disturbance or requisition; (d) import or export regulations or embargoes; (e) any change in any Law(s) that has an impact on the parties' rights and/or responsibilities under this Contract; (f) any breach by a third party of the Computer Misuse Act 1990 or the Communications Act 2003 that has the object or effect of directly or indirectly interfering with or damaging the Client Infrastructure, and/or Zinc's hardware, software and/or network infrastructure and an "Event of Force Majeure".

15.ASSIGNMENT AND SUBCONTRACTING

15.1 The Client shall not assign or otherwise transfer this Contract or any of its rights and duties under this Contract without the prior written consent of Zinc, such consent not to be unreasonably withheld or delayed.

15.2 Zinc may assign or otherwise transfer this Contract or any of its rights and duties under this Contract without the consent of the Client. In such circumstances Zinc will use reasonable endeavours to inform the Client promptly following such assignment or transfer.

15.3 Zinc may sub-contract the performance of any of its duties. Zinc shall be entitled, at its sole discretion, to replace such service providers from time to time without notice to the Client.

15.4 The rights and liabilities of the parties hereto are binding on, and shall inure to the benefit of, the parties and their respective successors and permitted assigns.

16.CHANGES

16.1 Subject to Clause 16.4, no changes to this Contract or the SOW(s) shall be valid unless made in writing and signed by the authorised representatives of both parties.

16.2 Either party shall be entitled from time to time to request a change to the scope of the Services ("Change"). Neither party shall be entitled to charge for considering and/or negotiating a Change.

16.3 A Change will be effective when it is documented in writing in a standard Zinc change control form.

16.4 Zinc reserves the right to make changes to Hosted Services from time to time. If such a change is likely to remove material functionality of the Hosted Service: (a) Zinc shall give the Client not less than sixty (60) days' prior written notice of such change (a "Change Notice"); and (b) the Client shall be entitled by giving Zinc not less than thirty (30) days' prior written notice prior to the Change Notice taking effect to terminate this Contract. In the event that the Client has prepaid Fees covering a period that is shortened by termination by the Client in accordance with this Clause 16.4, Zinc shall refund to the Client a proportion of the prepaid Fees in respect of such period, pro-rated on a daily basis. This Clause 16.4 is without prejudice to Zinc's rights under the Contract and the SLO.

17. NON-SOLICITATION

17.1 For the duration of this Contract and a period of twelve (12) months thereafter, the Client shall not, and shall ensure its Affiliates shall not, without the prior written consent of the other, solicit, entice away, and/or actively initiate recruitment (whether directly or indirectly) of any employee of Zinc who performed (or is performing) a material function for the other party (excluding administrative, secretarial, or other back-office functions).

17.2 If the Client breaches Clause 17.1, it shall pay Zinc an amount equal to the last twelve (12) months' salary of the applicable individual in recognition of the value of the individual to Zinc and cost of recruiting and training a replacement. The parties agree that this sum is a genuine pre-estimate of the loss likely to be suffered by Zinc in these circumstances and not a penalty.

18. FORCE MAJEURE

18.1 Zinc shall not be liable to the Client for any breach of its obligations under the Contract if such breach is due to an act, event, omission or accident beyond its reasonable control (a "Force Majeure Event") including but not limited to: power failure, internet service provider failure, industrial action, civil unrest, fire, flood, storms, earthquakes, acts of terrorism, acts of war, governmental action or any other event that is beyond its reasonable control.

18.2 If a Force Majeure Event occurs, Zinc shall inform the Client as soon as possible and take all reasonable steps to mitigate the effects of the event and resume performance of its obligations as soon as possible.

19. DISPUTES

19.1 The parties shall attempt to resolve any dispute arising out of or relating to this Contract (including any dispute relating to any non- contractual obligations arising out of or in connection with it) (the “Dispute”) through discussions between senior representatives.

19.2 Where the Dispute is not resolved within forty (40) days of the start of discussions in accordance with Clause 18.1 above, the parties shall attempt to resolve the Dispute in good faith through an Alternative Dispute Resolution (“ADR”) procedure as recommended by the Centre for Effective Dispute Resolution.

19.3 If the Dispute has not been resolved by an ADR procedure within forty (40) days of the initiation of that procedure, or if either of Zinc or the Client will not participate in an ADR procedure, either of the parties shall be entitled to refer the Dispute to the High Court of England and Wales and the parties submit to its exclusive jurisdiction for that purpose.

19.4 Clauses 19.1 to 19.3 above shall not restrict either party’s ability to commence court proceedings in respect of any:

- (i) matter relating to its Confidential Information or Intellectual Property Rights; and/or
- (ii) unpaid invoice.

20. MICRO-APPS AND MARKETPLACE USE

20.1 Zinc may offer access to certain Micro-Apps and third-party integrations through its Marketplace. These may be subject to additional terms, licensing restrictions, or fees, which will be disclosed prior to activation.

20.2 The Client acknowledges that Micro-Apps may be developed by Zinc, the Client, or third parties. Zinc provides no warranties for Client-developed or third-party Micro-Apps and shall have no liability for their performance, availability, or compatibility unless expressly stated in writing.

20.3 Where a Micro-App is developed by Zinc, all Intellectual Property Rights in such Micro-App shall remain with Zinc unless otherwise agreed in an applicable SOW.

20.4 Zinc reserves the right to suspend or remove access to any Micro-App or Marketplace component where (a) it presents a security risk, (b) it infringes third-party rights, or (c) it conflicts with Zinc’s Acceptable Use Policy or commercial strategy.

20.5 Where the Client develops a Micro-App using Zinc’s APIs or SDK’s, it shall (a) remain solely responsible for its functionality, compliance and support, (b) ensure it does not interfere with core platform performance or security and (c) grant Zinc a royalty-free license to review, test and where applicable support the integration.

21. GENERAL PROVISIONS

21.1 Publicity. The Client hereby irrevocably consents to Zinc referring to the Client as a client of Zinc in its sales and marketing literature (including its website).

21.2 Third Party Rights. The parties hereby exclude to the fullest extent permitted by law any rights of third parties to enforce or rely upon any of the provisions of this Contract.

21.3 Relationship. Nothing in the Contract shall render the Client a partner or an agent of Zinc and the Client shall not purport to undertake any obligation on Zinc's behalf nor expose Zinc to any liability nor pledge or purport to pledge Zinc's credit.

21.4 Entire Agreement. The Contract supersedes any prior contracts, arrangements and undertakings between the parties in relation to its subject matter and constitutes the entire contract between the parties relating to the subject matter.

21.5 Severance. If any part or term of the Contract is held unlawful or unenforceable that part shall be struck out and the remainder of the Contract shall remain in effect.

21.6 No Waiver. No delay, neglect or forbearance by Zinc in enforcing its rights under this Contract shall be a waiver of or prejudice those rights.

21.7 No Bribery. Each party warrants to the other that it: (a) has not and will not commit an offence under the Bribery Act 2010 in relation to this Contract or any other contract between the parties; and (b) has adequate procedures (as defined in section 7(2) of that Act) in place to prevent its associated persons from committing an offence under that Act.

21.8 Counterparts. The Order Form may be executed in any number of counterparts and by each of the parties on separate counterparts each of which when executed and delivered shall be deemed to be an original, but all the counterparts together shall constitute one and the same agreement.

21.9 Notices. All notices (which include invoices and correspondence) under the Contract shall be in writing and shall be sent to the address of the recipient set out in the Contract or to such other address as the recipient may have notified from time to time. Any notice may be delivered personally, by a reputable courier service, by first-class post, or by email and shall be deemed to have been served if by hand when delivered, if by courier service or first-class post 48 hours after delivery to the courier or posting (as the case may be), or if by email immediately.

21.10 Interpretation. In the Contract: (a) any reference to a Clause means a reference to a Clause of this Contract unless the context requires otherwise; (b) unless the context otherwise requires, the words "including" and "include" and words of similar effect shall not be deemed to limit the general effect of the words which precede them; (c) the headings are for ease of reference only and shall not affect the construction or interpretation of the Contract; and (d) references to any enactment, order, regulation or other similar instrument shall be construed as a reference to the enactment, order, regulation or instrument as amended or re-enacted by any subsequent enactment, order, regulation or instrument.

21.11 Hierarchy. To the extent there is any inconsistency between the provisions of these MSA Terms & Conditions, the Order Form, the Schedules, the SOW(s), any documents incorporated into this Contract, and any documents incorporated into the SOW(s) the following order of precedence shall apply: (a) first these MSA Terms & Conditions; (b) second the Schedules; (c) third the Order Form; (d) fourth the SOW(s); (e) fifth documents incorporated into the SOW(s); and (f) sixth documents incorporated into this Contract.

21.12 Law. This Contract is governed by the laws of England and Wales.

Schedule 1 – Service Level Obligations

Zinc the 'Supplier' will provide the Technical Support to the Customer.

The Technical Support includes:

- Support Desk Support.
- Providing solutions to problems with the System Support Desk; and
- Management Reports.

All support requests must be raised as tickets through the Supplier's Support Portal. Tickets raised will be routed directly to the Supplier trained support team and responded to in accordance with the Response Times stated in Table 1.

All support issues are logged on the online Support Portal, which is available to view at Zinc.support

Support Desk

- Supplier will provide online support via the Support Portal to tickets raised by the Customer.
- Supplier has a dedicated and experienced Support Desk team. The software support specialists within that team also have direct access to the product developers, enabling them to provide swift and thorough resolution of software issues.
- Supplier provides support to the approved Customer Administrator(s) and has an established process for escalating issues internally based on their priority level to achieve resolution within the times stated in Table 1. The Supplier's support provided is 2nd line in nature, meaning the initial request must first have been triaged and attempted to be resolved by the Customer Administrator(s) before being raised to the Supplier.
- Supplier adopts ITIL processes for conducting Support operations and provides SLO around system uptime, response times and resolution times according to issue priority. The support service is intended to assist, troubleshoot, and resolve specific tasks resulting from the use of the Software. Supplier's support services include the items listed below.

- A specified number of hours per month of assistance, as outlined in the Order Form
 - Assistance and guidance to designated Customer Administrators in using the Zinc Software application.
 - Assistance to designated Customer Administrators with software configurations.
 - Minor changes or configuration requests to the application as requested by the Customer on an ad hoc basis, that does not/will not impact the core functionality of the Zinc Software.
 - General time spent investigating requests, analysing, and providing feedback via Supplier Support portal.
 - Support performance and activity reporting.
 - Any incidents and/or problems with the Zinc Software core functionality including service outages or software defects shall be handled without charge to the Customer.
- During normal business hours of standard support (9am-5pm UK time, Monday – Friday excluding Public Bank Holidays in England), the ticket will be dealt with directly by the Supplier Support Desk. Outside of these hours a ticket will be raised via the Support Portal and responded to within the Service Level timeframes set out below.
 - The Supplier Support Desk will allocate a ticket reference number and assign a priority to the ticket. This priority establishes the targeted maximum resolution time the Customer can expect, but it should be noted that Supplier will always endeavour to deliver solutions well within these timescales.
 - Once a ticket has been resolved the Customer will be contacted by Supplier Support. Where appropriate the Customer will be given an explanation of the cause of the problem, the action taken to correct the situation, and the likelihood of a recurrence.
 - Once the Customer is satisfied with the response to their tickets, full details of the resolution will be entered on the ticket and the ticket will be closed. It is important that tickets be closed as soon as a problem is resolved, so that accurate assessment of any down time can be derived from the system.

Service Level Timeframes

Priority Definition	Initial Response	Response Time	Resolution Time
P1 System Failure <i>The system is down resulting in a complete loss of service suffered by ALL users.</i>	1 Hour	1 Hour	4 Hour
P2 Urgent Fault <i>A major piece of functionality is prevented operation of the primary objectives of the system, of which there are no workarounds. Suffered by ALL users.</i>	1 Hour	4 Hour	Next working day
P3 Non-urgent Fault <i>Failure to meet acceptance criteria in a previously released feature, a regression break in a feature caused by the release of another feature, crashing of sections/features/modules in all cases, the primary objectives of the system can still be achieved through workarounds.</i>	1 Hour	8 Hour	Assessed & Prioritised
P4 Development Request <i>A system change is requested which falls outside the original specification and other cosmetic changes.</i>	1 Hour	24 Hour	Assessed & Prioritised

Monitoring is provided for issues of Priority 1 nature on a 24/7 basis.

Zinc provides a 99.9% network uptime guarantee through its hosting partners Amazon Web Services

Schedule 2 - SOW