

Contract Terms for Licence of Tractivity

Client:

Created Date: Date

01629 815916

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Contract Terms for Licence of Tractivity

THIS AGREEMENT is made thex..... day ofxxxxxx..... – 2026

BETWEEN:

- (1) **TRACTIVITY Limited, a company registered in England and Wales under number 4207789 whose registered office is at 21 Marina Court, Castle Street, Hull, HU1 1TJ (“TRAC”)**

and:

- (2) **Client Name and Address details (“the Client”)**

WHEREAS:

- (1) TRAC hosts and provides access to its product Tractivity in its capacity as a software application service provider.
- (2) The Client wishes to access Tractivity as hosted by TRAC under a non-exclusive licence, from a remote location, in return for the payment of an annual fee and subject to the terms and conditions of this Agreement.

IT IS AGREED as follows:

1. Definitions and Interpretation

- 1.1 In this Agreement, unless the context otherwise requires, the following expressions have the following meanings:

“ASP Infrastructure”	means the computer hardware, firmware, software and communications infrastructure owned by controlled by TRAC which is used to provide or facilitate access to Tractivity for the Client;
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“Business Day”	means any day other than Saturday or Sunday that is not a bank or public holiday;
“Business Hours”	means any time between 9.00 a.m. and 5.30 p.m. on a Business Day, during which TRAC is open for business;
“Commencement Date”	means the date specified in Schedule 1;
“Confidential Information”	means all business, technical, financial or other information created or exchanged between the Parties throughout the Term;
“Client Computer Systems”	means the computer hardware, firmware, software and communications infrastructure owned or controlled by the Client through and on which Tractivity is to be accessed or used;
“Client Data”	means any information, data and documentation belonging to the Client or its licensors and used in connection with Tractivity or otherwise made available to TRAC by the Client;
“Data Controller”	means the organisation which determines the purposes and means of processing the Personal Data, as defined in the Data Protection Legislation, which under this Agreement will be the Client;
“Data Processor”	means the organisation which processes the Personal Data on behalf of the Data Controller, as defined in the Data Protection Legislation;
“Data Protection Legislation”	means the Data Protection Act 2018, or, from the date it comes into effect in the UK, the GDPR (as applicable) and any other laws relating to the protection of personal data and the privacy of individuals (all as amended, updated or re-enacted from time to time);
“Data Subject”	has the meaning specified in the Data Protection Legislation;
“Fees”	means the sums payable by the Client in return for access to Tractivity, the ASP Infrastructure and support services provided by TRAC in accordance with Clauses 4, 11 and Schedule 1;
“GDPR”	means the General Data Protection Regulation (EU) 2016/679;
“Intellectual Property Rights”	means all vested contingent and future intellectual property rights including but not limited to copyright, trademarks, service marks, design rights (whether registered or unregistered), patents, know-how, trade secrets, inventions, get-up and database rights;
“Non-Client User”	means a non-employee of the Client who may not use the Service in the absence of written consent from TRAC as per sub-Clause 10.3;
“Personal Data”	means the personal data (as defined in the Data Protection Legislation) Processed under this Agreement;

“Process”	has the meaning set out in the Data Protection Legislation and the terms “Processing” and “Processed” shall be construed; accordingly,
“Registered User”	means a User or Non-Client User (approved in writing by TRAC) with a unique and personal logon to the Service;
“Service”	means, collectively, access to Tractivity and the ASP Infrastructure and the support services provided by TRAC to the Client under this Agreement;
“CRM”	means Customer Relationship Management
“Tractivity”	means the internet-based software system for CRM and marketing that is named Tractivity.
“Users”	means an employee of the Client who shall, from time to time, access Tractivity through the ASP Infrastructure.

1.2 Unless the context otherwise requires, each reference in this Agreement to:

- 1.2.1 “writing”, and any cognate expression, includes a reference to any communication effected by electronic or facsimile transmission or similar means;
- 1.2.2 a statute or a provision of a statute is a reference to that statute or provision as amended or re-enacted at the relevant time;
- 1.2.3 “this Agreement” is a reference to this Agreement and each of the Schedules as amended or supplemented at the relevant time;
- 1.2.4 a Schedule is a schedule to this Agreement; and
- 1.2.5 a Clause, sub-Clause or paragraph is a reference to a Clause of this Agreement (other than the Schedules) or a paragraph of the relevant Schedule.

1.3 The headings used in this Agreement are for convenience only and shall have no effect upon the interpretation of this Agreement.

1.4 Words imparting the singular number shall include the plural and vice versa.

1.5 References to any gender shall include the other gender.

1.6 The term “Party” means either TRAC or the Client and the term “Parties” means both of them.

2. The Service

2.1 TRAC shall, with effect from the Commencement Date, provide the Service to the Client on a non-exclusive basis for the Term and in accordance with the terms and conditions of this Agreement.

TRAC shall provide the Service with reasonable skill and care and in accordance with any written specification agreed between the Parties.

- 2.2 TRAC shall provide access to Tractivity through the ASP Infrastructure and shall use all reasonable endeavours to ensure that such access is available, without interruption, 24 hours a day, 7 days a week, 365 days a year. This obligation shall be subject to the exceptions contained in Clauses 4, 12, and 19.

3. Term

- 3.1 The Service will be provided by TRAC during the term of this Agreement (the "Term"), which shall commence on the Commencement Date and will continue for the duration specified in Schedule 1 (the "Initial Term") and beyond that where renewed under Clause 3.2, unless otherwise terminated under Clauses 4.4 or 19.
- 3.2 The Term will automatically be renewed on the same terms and conditions as set out in this Agreement for successive periods of 12 months unless terminated by 90 days written notice from either Party to the other, such notice to expire either at the end of the Initial Term or any subsequent annual anniversary of such date.

4. Fees and Payment

- 4.1 The Fees due for the Service are specified in Schedule 1.
- 4.2 TRAC will be entitled to increase the Fees due for the Service by a maximum of 6% per annum from each anniversary of the Commencement Date.
- 4.3 The Client shall pay to TRAC all Fees due by electronic bank transfer within the payment terms as specified in any Invoice from TRAC to Client. Where the issuance of an Invoice from TRAC is subject to the provision of a purchase order from Client, Client agrees to provide such purchase order within 14 days of a request from TRAC and in any event no later than 45 days prior to each annual anniversary of the Commencement Date. Failure to provide a purchase order in a timely manner will not remove the obligation of Client to pay licence fees for each annual renewal before the start of each annual period.
- 4.4 In the event that the Client does not pay all Fees due within the time period specified in Clause 4.3 above, TRAC shall be entitled to suspend the Client's use of the Service, and may at TRAC's sole discretion terminate this Agreement and the Client agrees that all Fees due to the end of the Term will become immediately due and payable.
- 4.5 In the event that the Client fails to pay when due under Clause 4.4 then, without prejudice to Clause 4.4, that amount shall bear interest from the due date until payment is made in full and cleared funds, both before and after any judgment, at 6% per annum over the Bank of England base rate pertaining at the time.
- 4.6 Any out of pocket expenses incurred by TRAC for training or other implementation work carried out

under or in connection with this Agreement will be charged to the Client at cost or at 45p per mile for mileage for travel, subject to the Client providing prior written agreement to incur such expense.

5. Additional Services

- 5.1 TRAC may during the Term offer additional services and/or products to the Client in connection with Tractivity, or Client may request additional services. Acceptance of such additional services and/or products will be subject to the terms of this Agreement and such additional fees as are agreed between TRAC and the Client.

6. Training

- 6.1 Training will be provided by TRAC as specified in Schedule 1.

7. Security

- 7.1 TRAC shall ensure that at all times the ASP Infrastructure includes firewall protection, redundant power supplies, and multiple internet points of presence.
- 7.2 TRAC shall make daily backups of all data on all servers used for hosting the Tractivity application. Such backups will be made to secure digital media.

8. Maintenance

- 8.1 TRAC shall be responsible for all maintenance and upgrades to the ASP Infrastructure which may from time to time be required.
- 8.2 The Client shall be responsible for all maintenance and upgrades to the Client Computer Systems which may from time to time be required.
- 8.3 Whenever possible, TRAC shall use reasonable endeavours to undertake maintenance work outside of the Client's business hours. Corrective maintenance shall be undertaken as and when required.
- 8.4 Unless maintenance is corrective in nature, TRAC shall provide at least 1 Business Days' notice of any maintenance which may affect the Client's use of the Service. TRAC shall use reasonable endeavours to provide as much notice as possible in the case of corrective maintenance, however advance notice may not always be possible.
- 8.5 Where maintenance will disrupt the Service, TRAC shall aim to complete all necessary work within 2 Business Hours or as soon as reasonably possible thereafter where resolution in that time is not possible.

9. Software Licences

- 9.1 The Client shall be entitled to make use of Tractivity under a non-exclusive, non-transferable licence, hereby granted to the Client by TRAC subject to the terms of this Agreement. The number of permitted Users is as stated in Schedule 1.
- 9.2 Tractivity and any additional products/services provided by TRAC, including all Intellectual Property Rights in the same, are the property of TRAC unless otherwise stated and shall be covered by the terms of the licence included in this Agreement.
- 9.3 Where applications incorporated within Tractivity are the property of a third party, TRAC warrants that it has all requisite authority to sub-license such applications to the Client for the purposes of this Agreement and for use under its terms.

10. Tractivity and ASP Infrastructure Terms of Use

- 10.1 Users' access to Tractivity and the ASP Infrastructure shall be controlled by means of username and password or via Single Sign-On (SSO). Use by Non-Client Users is not permitted under this Agreement in the absence of express written consent from TRAC, such consent not to be unreasonably withheld. TRAC may require such details as the reason that access to Tractivity and ASP Infrastructure is required by the Non-Client User, details of the Non-Client User and other information which may be specified from time to time.
- 10.2 The Client shall use the Service exclusively for its internal business purposes.
- 10.3 The Client is exclusively responsible for its use of the Service, including the conduct of and use made of the Service by individual Users (Users to include any authorised Non-Client Users) and must ensure that all use is in accordance with this Agreement. The Client shall notify TRAC immediately of any breaches of this Agreement by any Users or Non-Client Users.
- 10.4 The Client's use of Tractivity and ASP Infrastructure may, from time to time, be governed by statutory or regulatory laws and regulations external to the terms and conditions of this Agreement. It shall be the Client's exclusive responsibility to ensure that its use of the Service (and the use made of the Service by Users and Non-Client Users) is in compliance with any such laws and regulations. TRAC represents, warrants and undertakes that at all times the Services shall be performed in accordance with all applicable laws and regulations, and that TRAC holds and shall maintain all necessary licences, permits, permissions, authority and Consents to perform and provide the Services.

11. Support

- 11.1 TRAC shall provide telephone and email helpdesk support services during its Business Hours. TRAC shall only be required to provide support in relation to Tractivity and the ASP Infrastructure. Any problems which are related to Client Computer Systems must be resolved by the Client's own

support staff.

- 11.2 When seeking support the Client shall use all reasonable endeavours to provide the fullest information possible to aid TRAC in diagnosing any faults in either Tractivity or the ASP Infrastructure.
- 11.3 TRAC shall aim to respond to all support requests within 15 Business Hours and will advise the Client of the expected resolution time.
- 11.4 The Client agrees that internet software and access by its very nature cannot be guaranteed to be uninterrupted or 100% free from potential bugs. However, TRAC will make reasonable endeavours to fix any such bugs as are identified under the terms of this Clause 11.
- 11.5 The supported Internet browsers for Tractivity are Chrome, Firefox, Safari and Microsoft Edge. No compatibility is assured for other browsers or versions unless otherwise agreed in writing by TRAC.
- 11.6 TRAC shall decide at its sole discretion whether any support requests may constitute additional chargeable service requests and will notify the Client accordingly. Additional chargeable services will only be undertaken with the Client's prior approval.

12. Intellectual Property

- 12.1 Subject to Clause 12.2 all Intellectual Property Rights subsisting in Tractivity and the ASP Infrastructure, including any supporting software and documentation are the property of TRAC absolutely and the Client is granted no rights in such Intellectual Property Rights other than as specifically set out in this Agreement. For the purposes of this Clause 12, 'Tractivity' and 'ASP Infrastructure' along with supporting software and documentation are taken to include the manner in which all such material is compiled and presented.
- 12.2 Where expressly indicated, the Intellectual Property Rights subsisting in certain applications including any supporting software and documentation may be the property of named third parties.
- 12.3 The Client shall not either during the Term or after the expiry of this Agreement permit or cause to occur any infringement of any of TRAC's Intellectual Property Rights. Use by the Client and its employees of the Service and Registered Users shall be only be on the terms of this Agreement.
- 12.4 Save as expressly permitted by law (where such law cannot be excluded by agreement between the Parties), the Client shall not, in the absence of TRAC's prior written consent:
 - 12.4.1 access or use all or any portion of Tractivity or the ASP Infrastructure in order to build or populate a product or service which competes with Tractivity and the Service.
 - 12.4.2 attempt to reproduce, adapt, create derivative works from, translate, reverse compile, disassemble, reverse-engineer (or otherwise reduce to human perceivable form), or make available to any third party, all or any part of Tractivity or the ASP Infrastructure, or any other material associated with the same.
- 12.5 Where the Client either suspects or is aware of any infringement of Intellectual Property Rights covered by this Clause 12 it shall be under a duty to inform TRAC of such infringement immediately

and provide all relevant information.

13. Client Data

- 13.1 All Intellectual Property Rights subsisting in Client Data are and shall remain the property of the Client and its licensors as appropriate.
- 13.2 Certain Client Data may belong to third parties. In such cases, the Client warrants that all such Client Data is used with the consent of relevant third parties and any such use in connection with this Agreement will not constitute any infringement of any third party rights.
- 13.3 Client data is routinely scanned by TRAC to ensure it is virus-free. TRAC reserves the right to remove and quarantine any data file or element which in its view either contains or is suspected to contain a virus or any other threat to the TRAC hosting environment.
- 13.4 At the termination or expiry of this agreement, all Client data will be returned upon Client's request via an encrypted electronic secure document transfer. If electronic document transfer is not available, then data will be returned on an encrypted storage device by Royal Mail Special Delivery or such other method as is agreed between the parties. Once the Client has acknowledged receipt and has successfully unencrypted the data the Client's Tractivity system and data is subject to TRAC's Environmental Decommission and Data Destruction Plan.

14. Data Protection

- 14.1 With respect to the Parties' rights and obligations under this Agreement, the Parties agree that the Client is a Data Controller and that TRAC is a Data Processor in respect of the Personal Data.
- 14.2 The Client shall comply at all times with the Data Protection Legislation and shall notify TRAC promptly in the event of any breach by the Client of its obligations under the Data Protection Legislation.
- 14.3 The Client undertakes to provide all necessary notices to and obtain all necessary consents from Data Subjects to enable the use of the Personal Data of those Data Subjects in accordance with the Data Protection Legislation.
- 14.4 To the extent that TRAC is a Data Processor acting on behalf of the Client, it shall:
 - 14.4.1 Process the Personal Data only to the extent necessary for the purpose of providing the Services and in accordance with the Client's written instructions;
 - 14.4.2 implement appropriate technical and organisational measures in accordance with the Data Protection Legislation to protect the Personal Data against a breach of security caused by unauthorised or unlawful processing and against accidental or unlawful destruction, loss, damage, alteration or unauthorised disclosure of or access to the Personal Data;

- 14.4.3 ensure that any employees or other persons authorised by TRAC to process the Personal Data are subject to appropriate obligations of confidentiality;
- 14.4.4 not engage any third party to carry out its Processing obligations under this Agreement without obtaining the prior written consent of the Client and, where such consent is given, procuring by way of a written contract that such third party will, at all times during the engagement, be subject to data processing obligations equivalent to those set out in this clause 14.4, save that the Client hereby consents to the use by TRAC of the categories of sub-processor set out in Paragraph 8 of Schedule 1; TRAC shall remain liable at all times for the acts of its sub-processors as if they were the acts of TRAC;
- 14.4.5 notify the Client, as soon as reasonably practicable, about any request or complaint received from a Data Subject (without responding to that request, unless authorised to do so by the Client);
- 14.4.6 assist the Client by technical and organisational measures, insofar as possible, for the fulfilment of the Client's obligations in respect of any requests and complaints received from a Data Subject;
- 14.4.7 notify the Client without undue delay after becoming aware of a Personal Data breach;
- 14.4.8 on request by the Client, use all reasonable endeavours to assist the Client in ensuring compliance with its obligations under Articles 32 to 36 of the GDPR in respect of the Personal Data (taking into account the nature of the Processing and the information available to TRAC);
- 14.4.9 on termination or expiry of this Agreement, destroy or return (as the Client directs) all Personal Data and delete all existing copies of such data except to the extent that TRAC is required to keep or store such Personal Data by law.
- 14.5 TRAC shall not transfer the Personal Data outside of the United Kingdom or the European Economic Area without the prior written consent of the Client.
- 14.6 The Client acknowledges that Clause 14.1 shall not apply to the extent that TRAC is required by law to Process the Personal Data other than in accordance with the Client's instructions and TRAC acknowledges that, in such a case, it must promptly inform the Client of the relevant legal requirement prior to Processing (unless the law prohibits the provision of such information on important grounds of public interest).
- 14.7 Where the Client authorises TRAC to provide integration services with other third party software provider which require data transfer to such provider Client acknowledges that TRAC will not be liable for any breach of data protection legislation by such third party provider.
- 14.8 TRAC shall immediately inform the Client if, in its opinion and having been brought to its attention, an instruction issued by the Client infringes the Data Protection Legislation.
- 14.9 For the purposes of Clauses 14.4 – 14.8, details of the subject-matter and duration of the Processing, the nature and purpose of the Processing, the type of Personal Data and categories of Data Subjects are set out in Paragraph 8 of Schedule 1.

15. Confidentiality

- 15.1 During the Term and after the expiry of this Agreement for any reason, TRAC shall ensure that all Client Data is kept secure and confidential. TRAC shall not, in the absence of express written consent from the Client, disclose Client Data to any third party unless such disclosure is required by law in which case the Client shall be notified in writing of the disclosure.
- 15.2 During the Term and after the expiry of this Agreement for any reason for a period of 2 years, the following obligations shall apply to the Party receiving Confidential Information (the “**Receiving Party**”) from the other Party (the “**Disclosing Party**”).
- 15.3 Subject to Clause 15.4, the Receiving Party:
 - 15.3.1 may not use any Confidential Information for any purpose other than the performance of its obligations under this Agreement;
 - 15.3.2 may not disclose any Confidential Information to any third party except with the prior written consent of the Disclosing Party; and
 - 15.3.3 shall make every effort to prevent the unauthorised use or disclosure of the Confidential Information.
- 15.4 The obligations of confidence referred to in this Clause 14 (excluding Clause 15.1) shall not apply to any Confidential Information to the extent that it:
 - 15.4.1 is in the possession of and is at the free disposal of the Receiving Party or is published or is otherwise in the public domain prior to its receipt by the Receiving Party;
 - 15.4.2 is or becomes publicly available on a non-confidential basis through no fault of the Receiving Party;
 - 15.4.3 is required to be disclosed by any applicable law or regulation; or
 - 15.4.4 is received in good faith by the Receiving Party from a third party who, on reasonable enquiry by the Receiving Party claims to have no obligations of confidence to the Disclosing Party in respect thereof and who imposes no obligations of confidence upon the Receiving Party.
- 15.5 Without prejudice to any other rights or remedies the Disclosing Party may have, the Receiving Party acknowledges and agrees that in the event of breach of this Clause the Disclosing Party shall, without proof of special damage, be entitled to an injunction or other equitable remedy for any threatened or actual breach of the provisions of this Clause in addition to any damages or other remedies to which they may be entitled.
- 15.6 The obligations of the Parties under all provisions of this Clause shall survive the expiry or the termination of this Agreement irrespective of the reason for such expiry or termination.
- 15.7 Notwithstanding the above it is expressly acknowledged that TRAC may publicise the existence of this agreement (but not any commercially confidential information) through its normal marketing and social media channels.

16. Freedom of Information

- 16.1 Where the Client is subject to the requirements of the Freedom of Information Act 2000 (FOIA) and the Environmental Information Regulations 2004 (EIRs):
- 16.1.1 TRAC shall, to the extent relevant to its obligations under this Agreement and at the Client's (reasonable) expense:
 - 16.1.2 (i) provide to the Client, on request, such assistance as the Client may reasonably require to enable it to comply with the requirements imposed on it by the FOIA and EIRs (to the extent that such request is relevant to TRAC's obligations under this Agreement); and
 - 16.1.3 (ii) transfer to the Client any requests for information under the FOIA or EIRs that TRAC receives as soon as reasonably practicable without responding directly to any such request (unless authorised in writing to do so by the Client); and
 - 16.1.4 the Client shall, to the extent that it is permitted to do so (in accordance with the Secretary of State's section 45 Code of Practice on the Discharge of the Functions of Public Authorities under Part 1 of the FOIA), notify TRAC of any requests for information relating to this Agreement as soon as reasonably practicable and the Parties will agree whether any commercially sensitive information and/or any other information relating to this Agreement is exempt from disclosure in accordance with the FOIA and/or the EIRs.

17. Liability

- 17.1 TRAC shall not be liable to the Client for any indirect or consequential loss or any loss of profit or opportunity that the Client may suffer even if such loss is reasonably foreseeable or if TRAC has been advised of the possibility of the Client incurring it.
- 17.2 TRAC's entire liability to the Client under or in connection with this Agreement and whether in respect of any breach of its contractual obligations, any breach of warranty, any representation, statement or tortious act or omission including negligence or otherwise shall be limited to an amount equal to the annual Licence Fees paid under this Agreement.
- 17.3 Notwithstanding any other provision in this Agreement, TRAC's liability to the Client for death or injury resulting from TRAC's own negligence or that of their employees, agents or sub-contractors, for fraud or for any other liability which it cannot exclude by law shall not be limited.
- 17.4 Save as expressly set out in this Agreement, all warranties and representations of TRAC which may be implied by statute or otherwise shall be excluded to the fullest extent permitted by law.

18. Force Majeure

- 18.1 Neither TRAC nor the Client shall be liable for breaching this Agreement where that breach results from Force Majeure.

- 18.2 Force Majeure refers to any event that is beyond the reasonable control of the parties and includes, but is not limited to: power failure, internet service provider failure, industrial action, civil unrest, theft, fire, flood, storms, earthquakes, acts of terrorism, acts of war, governmental action or any other event that is beyond the control of the Party in question.

19. Termination

- 19.1 TRAC may terminate this Agreement or suspend the Service in the following circumstances:

- 19.1.1 If the Client fails to pay Fees due under Clause 4 of this Agreement;
- 19.1.2 If the Client is in breach of the terms of this Agreement;
- 19.1.3 If the Client becomes the subject of a voluntary arrangement under Section 1 of the Insolvency Act 1986;
- 19.1.4 If the Client is unable to pay its debts within the definition of Section 123 of the Insolvency Act 1986; or
- 19.1.5 If the Client has a receiver, manager, administrator or administrative receiver appointed over all or a substantial part of its undertakings, assets, or income; has passed a resolution for its winding up; or is the subject of a petition presented to a court for its winding up or for an administration order.

- 19.2 The Client may terminate this Agreement in the following circumstances:

- 19.2.1 If TRAC is in material breach of the terms of this Agreement and where the breach is capable of remedy, that breach has not been remedied within 60 days of receiving the Client's notice of such breach and requiring that the same is remedied;
- 19.2.2 If TRAC becomes the subject of a voluntary arrangement under Section 1 of the Insolvency Act 1986;
- 19.2.3 If TRAC is unable to pay its debts within the definition of Section 123 of the Insolvency Act 1986; or
- 19.2.4 If TRAC has a receiver, manager, administrator or administrative receiver appointed over all or a substantial part of its undertakings, assets, or income; has passed a resolution for its winding up; or is the subject of a petition presented to a court for its winding up or for an administration order.

- 19.3 Within 7 Business Days of the termination of this Agreement in accordance with this Clause 19 or the expiry of this Agreement, the Client shall uninstall or otherwise remove any means of access to Tractivity and ASP Infrastructure including, but not limited to, client software supplied by TRAC for that sole purpose. Immediately following taking such action, the Client shall inform TRAC in writing that such action has been taken. TRAC shall have the right to dispatch a representative to the Client's premises for verification purposes.

20. Notices

- 20.1 All notices under this Agreement shall be in writing.
- 20.2 Notices shall be deemed to have been duly given:
- 20.2.1 when delivered, if delivered by courier or other messenger (including registered mail) during normal business hours of the recipient; or
 - 20.2.2 when sent, if transmitted by fax or e-mail and a successful transmission report or return receipt is generated; or
 - 20.2.3 on the fifth Business Day following mailing, if mailed by national ordinary mail, postage prepaid; or
 - 20.2.4 on the tenth Business Day following mailing, if mailed by airmail, postage prepaid.
- 20.3 In each case notices should be addressed to the most recent address, e-mail address, or facsimile number notified to the other Party.

21. Relationship of Parties

Nothing in this Agreement shall create, or be deemed to create, a partnership, the relationship of principal and agent, or of employer and employee between TRAC and the Client.

22. Assignment

Neither Party shall assign, transfer, sub-contract, or in any other manner make over to any third party the benefit and/or burden of this Agreement without the prior written consent of the other, except that TRAC may assign its rights and obligations under this Agreement to any of its subsidiary undertakings, holding company or subsidiary undertaking of its holding company at its sole discretion without requiring agreement from the Client.

23. Severance

The Parties agree that, in the event that one or more of the provisions of this Agreement is found to be unlawful, invalid or otherwise unenforceable, that / those provisions shall be deemed severed from the remainder of this Agreement. The remainder of this Agreement shall be valid and enforceable.

24. Entire Agreement

- 24.1 This Agreement embodies and sets forth the entire agreement and understanding between the Parties and supersedes all prior oral or written agreements, understandings or arrangements relating to the subject matter of this Agreement. Neither Party shall be entitled to rely on any agreement, understanding or arrangement not expressly set forth in this Agreement, save for any representation made fraudulently. For the avoidance of doubt, the terms of this Agreement take precedence over

any conditions contained in a Client purchase order provided for the purpose of authorising payment unless agreed in writing by both parties.

- 24.2 Unless otherwise expressly provided elsewhere in this Agreement, this Agreement may be varied only by a document signed by both of the Parties.
- 24.3 No person other than a Party shall be entitled to enforce any term of this Agreement direct against a Party.

25. Modern Slavery

Both parties individually represent and warrant that:

- 25.1.1 it has not been and is not engaged in any practices involving the use of child labour, forced labour, the exploitation of vulnerable people, or human trafficking ("Slavery and Human Trafficking");
 - 25.1.2 its employees and agency workers are paid in compliance with all applicable employment laws and minimum wage requirements; and
 - 25.1.3 it will take reasonable steps to prevent Slavery and Human Trafficking in connection with the its business.
- 25.2 Both parties shall demonstrate to the other's satisfaction that the representations and warranties given above are true and accurate.
- 25.3 Both parties agree to respond to all requests for information required by the other for the purposes of completing the annual anti-slavery and human trafficking statements as required by the UK's Modern Slavery Act 2015.
- 25.4 Either party will permit the other and its third party representatives, on reasonable notice during normal business hours, but without notice if there are reasonable grounds to suspect an instance of Slavery and Human Trafficking to access and take copies of either party's records and any other information held at that party's premises and to meet with the that party's personnel and more generally to audit that party's compliance with its obligations under this Clause 21.4. Both parties shall give all necessary assistance to the conduct of such audits during the Term of this Agreement.
- 25.5 Any instances of Slavery and Human Trafficking connected to either party will entitle the other to immediately terminate this Agreement.

26. No Waiver

The Parties agree that no failure by either Party to enforce the performance of any provision in this Agreement shall constitute a waiver of the right to subsequently enforce that provision or any other provision of this Agreement. Such failure shall not be deemed to be a waiver of any preceding or subsequent breach and shall not constitute a continuing waiver.

27. Non-Exclusivity

The relationship between the Parties under this Agreement is and shall remain non-exclusive. Both parties are free to enter into similar relationships with other parties.

28. Law and Jurisdiction

- 28.1 This Agreement (and any disputes arising under or in connection with it) shall be governed by the laws of England and Wales and the Parties agree to submit all disputes arising under or in connection with it to the exclusive jurisdiction of the English courts.

IN WITNESS WHEREOF this Agreement has been duly executed the day and year first before written -

SIGNED by Date:

for and on behalf of TRAC

SIGNED by Date:

for and on behalf of (the Client)

SCHEDULE 1

Core Commercial Terms

1. Tractivity licence fees (Package Name)

Tractivity Licence Fee £TBA + VAT per annum

2. Additional Products/Services provided

All additional work is subject to daily rates for additional Services.

3. Daily rates for Additional Services

Client Success Manager	£900 plus VAT per day
Designer	£1,125 plus VAT per day
Senior Programmer	£1,125 plus VAT per day
Project Manager	£1,125 plus VAT per day
Account Director	£1,350 plus VAT per day

Rates for any other services to be agreed between TRAC and Client.

4. Commencement Date

The Date of final signature on page 16.

5. Term

X Years from Commencement Date

6. Training Included

2 x 2 hours Online Training Included

7. Payment Schedule

The licence fee is an annual fee as outlined within the Core Commercial terms Clause 1.

Date	Tractivity Licence	Cost (ex VAT)
On Commencement Date	Tractivity System Licence	£TBA
On Commencement Date	Onboarding / Training Fees	£3,000
On each annual anniversary of Commencement Date	Tractivity System Licence	Annual licence fee subject to Clause 4.2

Processing Details

Nature/purpose of the Processing	To enable TRAC to carry out the Services (which form the subject matter of the Processing)
Duration of the Processing	The Term of this Agreement
Type of Personal Data	Stakeholder names, stakeholder category, assigned levels of influence and interest, job titles, employer details, email addresses, telephone numbers, postal addresses, emails, social media details, notes of meetings, notes of telephone conversations, notes of email conversations, survey responses, opinions on the Client's business activities and political opinions
Categories of Data Subject	Stakeholders are any individuals or employees/representatives of organisations that the Client engages with, or that otherwise demonstrates an interest in the Client's business activities.
Sub-Processor categories	Hosting Services Provided by: Microsoft Azure Microsoft Campus, Thames Valley Park, Reading, Berkshire, RG6 1WG Company Number: 01624297

SERVICES INCLUDED

The licence fee for Tractivity includes the following services:

- ✓ Access to ALL Tractivity Modules
- ✓ ☒ Named User Access
- ✓ ☒ Named Projects
- ✓ System Setup & Onboarding Support
- ✓ Fully hosted and maintained solution (At one of our UK data centres)
- ✓ Online Refresher Sessions (Unlimited for all named users)
- ✓ Dedicated Success Manager & Access to email & telephone helpdesk support (All held within the UK)
- ✓ Unlimited e-Newsletter Mailshots & Surveys
- ✓ Tractivity User Manuals & Quick Start Guides
- ✓ Up to 5 Named Client Support Contacts

Additional elements are available at an extra cost should you so require:

Bespoke security, software development & data transfer (£150 / per hour)

Initial Onboarding - Setup, Configuration, Stakeholder Data Import, Tailored Training Programme (£3,000)

Additional Named Users

(1-10 Users: £500 ex VAT, 11+ Users: £400 ex VAT, 51+ Users: £300 ex VAT, 151+ Users: £250 ex VAT per annum)

Additional Named Projects (£1,000 per annum)

Tractivity Hosted Mailbox (£400 per annum)

Additional Project Onboarding & Training (£1,500)

Additional Online Training (£125 per hour)

Political Data feed Integrations (£1,000 ex VAT per annum)

Please note:

- All costs are exclusive of VAT (20%)
- Initial Onboarding costs are waived for all 3-year term agreements