

LICENCE AGREEMENT ORDER FORM

SUPPLIER DETAILS		
Supplier:	ANZEN TECHNOLOGY SYSTEMS LIMITED, a company incorporated and registered in England and Wales with company number 11497119 and registered address at Preston Park House, South Road, Brighton, East Sussex, United Kingdom, BN1 6SB (Anzen).	
CUSTOMER DETAILS		
Customer:	[CUSTOMER], a company incorporated and registered in [England and Wales] with company number [XXX] and registered address at [ADDRESS] (Customer).	
SERVICES		
Services:	Anzen will grant the Customer access to the Software (as defined in the Licence Terms) and any additional services set out in this Order Form, subject to and in accordance with the Licence Terms. [Maximum] number of Instances: [xx]	
Support Services	attached as Schedule I.	
FEES		
The following VAT-exclusive Fees are payable by the Customer for receipt of the Services:		
Licence Fees:	Payable by the Customer on or before the Effective Date and [monthly/annually] thereafter for access to the Software:	£[X]
Additional Instance Fees:	Customer may request additional Instances beyond the number allocated above. Fee for each additional Instance:	£[X]
Support Services Fees	Support Service in accordance with Schedule I to be paid for annually in advance:	[X]% of the total Licence Fee
TERM OF AGREEMENT		
Effective Date:	[DATE]	
Term:	The Services will commence on the Effective Date and continue for [12] months (Initial Term) unless the Agreement (as defined below) is terminated earlier in accordance with the Licence Terms. After the Initial Term, the Agreement will automatically renew for successive [one (1)] year periods (each, a Renewal Term), unless (a) either Party provides the other with written notice of at least [ninety (90)] calendar days prior to the beginning of any such Renewal Term electing not to renew the Agreement; or (b) the Agreement is otherwise terminated in accordance with the Licence Terms. <u>The Initial Term and all Renewal Terms are referred to collectively as the Term.</u>	
CONDITIONS		
Dependencies:	[INSERT ANY TECHNICAL DEPENDENCIES REQUIRED OF THE CUSTOMER]	

Special Conditions:

[INSERT ANY SPECIAL TERMS OR DELETE IF NONE AGREED]

This order for Services (**Order Form**) is entered into on the Effective Date between Anzen and the Customer, subject to and in accordance with Anzen's Licence Terms [LINK to Licence Terms if not sending out attached to the order form] (**Licence Terms**), which are incorporated into this Order Form by reference. The Order Form and the Licence Terms (including any Schedules) together are referred to as the **Agreement**.

Unless otherwise expressly defined in the Order Form, all capitalised terms used in the Order Form have the meaning given to them in the Licence Terms.

Signed for and on behalf of **ANZEN**
TECHNOLOGY SYSTEMS LIMITED

Signed for and on behalf of **CUSTOMER**

Signature:

Name:

Title:

Date:

Signature:

Name:

Title:

Date:

LICENCE TERMS

The following terms and conditions will govern the provision and use of the Services.

I. Definitions and Interpretation

- I.1 In addition to any terms defined in the Order Form, the following definitions and rules of interpretation apply to this Agreement:

API means any application programming interface(s) operated or used by Anzen for provision of the Services to the Customer.

App means any authentication application software made available to the Customer by Anzen and through which the Services are delivered.

Authorised Users means those employees and independent contractors of the Customer who are authorised by the Customer to use the Software under and in accordance with this Agreement.

Business Day means a day other than a Saturday, Sunday, or public holiday in England.

Confidential Information means all confidential or proprietary information (however recorded or preserved) disclosed by one Party (the "**Disclosing Party**") or the Disclosing Party's employees, officers, subcontractors, representatives or professional advisers (together, the "**Representatives**") to the other Party (the "**Receiving Party**") and the Receiving Party's Representatives, including without limitation the terms of this Agreement, the business, affairs, customers, clients, suppliers, plans, intentions, market opportunities, operations, processes, products, services, data, know-how, or trade secrets of the Disclosing Party, and anything specified as being Confidential Information in clauses 11.4 and 11.5.

Controller, Processor, Data Subject, Personal Data, Personal Data Breach, and Processing will each have the meaning given to it in the GDPR (and **Process, Processes** and **Processed** will be interpreted accordingly).

Customer Data means any commercial or proprietary data which is uploaded or otherwise submitted to the Software directly by the Customer, its Authorised Users, or by Anzen on the Customer's behalf, including any data submitted into the Software indirectly via any third-party application used by the Customer.

Data Protection Legislation means all applicable privacy and data protection laws, including the GDPR, the Data Protection Act 2018, and any applicable national implementing laws, regulations and secondary legislation in England and Wales relating to the Processing of Personal Data and the privacy of electronic communications, as amended, replaced or updated from time to time, including the Privacy and Electronic Communications (EC Directive) Regulations 2003 (SI 2003/2426)).

Data Subject Request means a request from a Data Subject to access, correct, amend, transfer, or delete that Data Subject's Protected Data consistent with their rights under the Data Protection Legislation.

Documentation means those printed or online instructions, manuals, screens, and diagrams distributed or otherwise provided by Anzen that pertain to the Software.

Effective Date means the date identified as such on the applicable Order Form.

Fees means the VAT-exclusive fees payable in consideration of the provision of the Services set out in the Order Form, including any Support Services Fees (if applicable).

Force Majeure Event has the meaning set out in clause 15.3.

GDPR means (as applicable): (i) the EU General Data Protection Regulation (Regulation 2016/679); or (ii) the UK GDPR as defined in section 3(10) (as supplemented by section 205(4)) of the Data Protection Act 2018.

Insolvency Event means, with respect to a Party: (a) entering into a composition or arrangement with its creditors other than for the sole purpose of a solvent reconstruction; (b) an inability to pay its debts as they become due; (c) a person becoming entitled to appoint or appointing a receiver or an administrative receiver over that Party's assets; (d) a creditor or encumbrancer attaching or taking possession of the whole or any part of that Party's assets which is not discharged within fourteen (14) calendar days; (e) applying to court for or obtaining a moratorium under Part A1 of the Insolvency Act 1986; or (f) the occurrence of any event or taking of any action in any jurisdiction that has an effect equivalent or similar to any of the events mentioned in (a) to (e) above.

Instance means a single deployment or installation of the Software.

Intellectual Property Rights means any and all patents, rights to inventions, copyright and neighbouring and related rights, trade marks, rights in get-up, database rights, databases, domain names, business names, rights in computer software, goodwill, and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.

Licence Fees means the VAT-exclusive licence fees detailed in the Order Form payable by the Customer to Anzen for use of the Software (as amended from time to time in accordance with the terms and conditions of this Agreement).

Losses means any and all losses, liabilities, costs (including costs of investigation, litigation, settlement, and judgment), claims, damages, demands, disbursements, expenses (including legal costs on a solicitor and own-client basis), fees, interest, and penalties (including fines imposed by regulatory bodies or supervisory authorities), whether arising in contract, tort (including negligence), breach of statutory duty, misrepresentation, or otherwise.

Normal Business Hours means 9.00 am to 5.00 pm local UK time during a Business Day.

Order Form means a written request by the Customer (in terms agreed with Anzen) for the provision by Anzen of the Services in such form as Anzen may require, which is executed by Anzen and the Customer.

Party means a party to this Agreement, being either Anzen or the Customer, and **Parties** means both of them.

Protected Data means any Personal Data contained in the Customer Data and which Anzen receives from the Customer in connection with the performance of the Services under and pursuant to this Agreement.

Services means the provision by Anzen of access to the Software to allow Authorised Users to access and use the Software on the Customer's behalf, and any Support Services to be provided under this

Agreement (in each case as applicable and given the context in which the term "**Services**" is used).

Software means Anzen's software application known as [AnzenStore] (including any related API, App, or Website from time to time) to which the Customer will be granted remote access pursuant to the terms and conditions of this Agreement.

Specification means the functional specification for the Software as set out in the Documentation.

Sub-Processor means any natural or legal person, public authority, agency, or other body which Processes Personal Data on behalf of a Controller or a Processor.

Support Services means the support and maintenance services to be provided by Anzen to the Customer in relation to the Software as set out in Schedule 1 to this Agreement (if any).

Support Services Fees means the support services fees detailed in the Order Form and payable by the Customer for the provision of the Support Services. Unless expressly stated otherwise in the Order Form, Support Services Fees are payable annually in advance.

Trial Basis means, in relation to the provision of the Software, such provision on the basis of beta access or testing or on the basis of a trial, evaluation, preview, pre-release, prototype, or pilot.

VAT means United Kingdom value added tax (or any other tax imposed in substitution for it) or any other tax imposed of an equivalent or similar nature or function supplementary or complementary to it or any such substitute (and any equivalent or similar tax imposed outside the United Kingdom).

Virus means any thing or device (including any software, code, file or program) which may: prevent, impair or otherwise adversely affect the operation of any computer software, hardware, network, data, or the user experience, including worms, Trojan horses, viruses, and other similar things or devices.

Website means any website operated by Anzen through which the Software is delivered to or accessed by the Customer.

- 1.2 In this Agreement: (a) clause, Schedule and paragraph headings will not affect the interpretation of this Agreement; (b) unless the context otherwise requires, words in the singular will include the plural and in the plural will include the singular; (c) a reference to writing or written includes email; (d) references to **clauses** and **Schedules** are respectively to the clauses of and schedules to this Agreement, and references to **paragraphs** are to paragraphs of the relevant Schedule; (e) any words following the expressions **including, include, in particular, for example** or any similar expression will be construed as illustrative and will not limit the sense of the words, description, definition, phrase or term preceding those expressions; (f) a reference to a statute or statutory provision is a reference to it as it is in force for the time being, taking account of any amendment, consolidation, extension, or re-enactment and includes any subordinate legislation for the time being in force made under it; and (g) a reference to either Party will include such Party's successors and assigns (immediate or otherwise).
- 1.3 If there is any inconsistency or conflict between the provisions of this Agreement, such inconsistency or conflict will be resolved according to the following descending order of priority: (i) the provisions contained within the row entitled 'Special Conditions' (if any) in the Order Form; (ii) the remainder of the Order Form; (iii) Schedule 2 hereto; (iii) the main body of the Licence Terms; and (iv) the remaining Schedules.

2. Access to the Software

- 2.1 Subject to the Customer paying the Licence Fees and complying with the terms and conditions of this

Agreement, Anzen hereby grants to the Customer a non-exclusive, non-transferable, non-sublicensable, and revocable right to permit the Authorised Users to access and use the Software [solely during the Term].

- 2.2 The Customer will not access, store, distribute or transmit any Viruses or any material during its use of the Software that is illicit, fraudulent, defamatory, libellous, threatening or harassing, obscene, indecent, seditious, threatening, liable to incite racial hatred or acts of terrorism, menacing, blasphemous, unlawful, harmful, infringing, offensive, or discriminatory, or which facilitates illegal activity or depicts sexually explicit images or causes damage or injury to any person or property. Anzen reserves the right, without liability or prejudice to its other rights, to disable the Customer's and Authorised Users' access to any material that breaches the provisions of this clause 2.2.
- 2.3 Except as may be allowed by any applicable law which is incapable of exclusion by agreement between the parties, and except to the extent expressly permitted under this Agreement, the Customer will not, and will not attempt to, copy, modify, duplicate, create derivative works from, frame, mirror, republish, download, display, transmit, or distribute all or any portion of the Software in any form or media or by any means, or attempt to reverse compile, disassemble, reverse engineer or otherwise reduce to human-perceivable form all or any part of the Software (including its object code and source code).
- 2.4 The Customer will not, and will not attempt to: (a) access all or any part of the Software in order to build a product or service which competes with the Software; (b) make the Software or any of the Services available to any third party except to Authorised Users; or (c) attempt to obtain, or assist any third party in obtaining, access to the Software, other than as provided under this clause 2.
- 2.5 The Customer will use its best endeavours to prevent any unauthorised access to, or use of, the Software and, in the event of any such unauthorised access or use, promptly notify Anzen in writing thereof.
- 2.6 The Customer acknowledges and agrees that each Authorised User must keep a secure password for their use of the Software which must be kept at all times strictly confidential and secure against unauthorised access or use (including by any other Authorised User). The Customer shall immediately notify Anzen in writing as soon as it, or any Authorised User, suspects that the confidentiality or security of any such password has been compromised in any way (and, in such circumstances, the Customer will ensure that the relevant Authorised User(s) immediately disable and change the relevant compromised password(s)).
- 2.7 The rights provided under this clause 2 are granted to the Customer only and will not be considered granted to any affiliate, subsidiary, or holding company of the Customer.

3. Licence Fees and additional Instances

- 3.1 The Licence Fees are linked to the number of Instances of the Software deployed, which is set out in the Order Form. The Customer acknowledges and agrees that Anzen will monitor the Customer's use of the Software for compliance with the Instance limit.
- 3.2 The Customer may from time to time request additional Instances beyond the maximum number set out in the Order Form by providing written notice to Anzen. Upon receipt of such request, Anzen will use commercially reasonable endeavours to provision the additional Instance(s) and will invoice the Customer for the Additional Instance Fees as set out in the Order Form, pro-rated from the date the additional Instance(s) are made available for the remainder of the Initial Term or current Renewal Term (as applicable).

4. Anzen's Obligations

- 4.1 Anzen will (a) provide the Services to the Customer on and subject to the terms and conditions of this Agreement; and (b) use commercially reasonable endeavours to ensure that the Software conforms to the Specification in all material respects.
- 4.2 Notwithstanding clause 4.1, the Customer acknowledges that the Software may evolve over time and that functionality may be added or removed from time to time. Anzen may, without limitation to the generality of this clause 4.2, establish new limits on the Services (or any part thereof), including limiting the volume of data which may be used, stored, or transmitted in connection with the Services, remove or restrict application programming interfaces, or make alterations to data retention periods, provided such changes are notified to the Customer in writing reasonably in advance.
- 4.3 Without prejudice to the generality of clause 12.5, Anzen does not warrant that the Customer's use of the Software will be uninterrupted or error-free, or that the Software and/or the information or results obtained by the Customer through its use of the Software will meet the Customer's requirements. Subject to its obligations under Data Protection Legislation, Anzen is not responsible for any delays, delivery failures, or any other loss or damage resulting from the transfer of Customer Data over communications networks and facilities, including the Internet, and the Customer acknowledges that the Software may be subject to limitations, delays, and other problems inherent in the use of such communications facilities.
- 4.4 Anzen will not be liable for any breach of its obligation under clause 4.1(b) to the extent any non-conformance with the Specification is caused by the Customer's use of the Software contrary to Anzen's instructions, or modification or alteration of the Software by any party other than Anzen or Anzen's duly authorised contractors or agents.
- 4.5 If the Software does not conform materially with the Specification, Anzen will, at its expense, use commercially reasonable endeavours to correct any such non-conformance promptly, or provide the Customer with an alternative means of accomplishing the expected result or function stipulated in the Specification. Such correction or substitution constitutes the Customer's sole and exclusive remedy for such non-conformance.
- 4.6 This Agreement will not prevent Anzen from entering into similar agreements with third parties, or from independently developing, using, selling, or licensing documentation, products, and/or services which are similar to those provided under this Agreement.
- 4.7 [Any obligation of Anzen under this Agreement to comply or ensure compliance by any person or the Services with any law will be limited to compliance only with laws in England and Wales as generally applicable to businesses and to providers of software as a service solutions. Such obligations will not be construed to create any obligation on Anzen (or anyone acting on its behalf) or any part of the Services to comply with any laws or regulations which apply solely to specific commercial or other activities or which apply solely to a specific commercial or non-commercial sector (or part thereof).]

5. Customer's Obligations

- 5.1 The Customer will fully cooperate with Anzen in all respects in relation to this Agreement, including granting to Anzen all necessary access to information and Customer Data as may be required by Anzen from time to time to fulfil its obligations under this Agreement, including without limitation granting to Anzen full and unrestricted access to the Customer's account in order for Anzen to provide support for, or to fix any errors in, the Software.

- 5.2 The Customer will be solely responsible for setting the access rights for each of its Authorised Users and will ensure that all Authorised Users' use of the Software is strictly in accordance with the terms and conditions of this Agreement. The Customer will be fully responsible for any Authorised User's breach of this Agreement.
- 5.3 The Customer is responsible for providing any Dependencies stated in the Order Form and will ensure that its network and systems comply with the relevant specifications provided by Anzen from time to time necessary for the operation of the Software. The Customer will be solely responsible for procuring and maintaining all network connections and telecommunications links from its systems to Anzen's data centres. The Customer further acknowledges that the Services do not include any services, systems, or equipment required to access the Internet (and that the Customer is solely responsible for procuring access to the Internet and for all costs and expenses in connection with Internet access, communications, data transmission, and wireless or mobile charges incurred by it in connection with use of any of the Services) [or any dedicated data back-up or disaster recovery facilities (and the Customer will ensure at all times that it maintains back-ups of all Customer Data)].
- 5.4 The Customer will comply with all applicable laws and regulations in the exercise of its rights and the performance of its obligations pursuant to this Agreement.

6. Suspension of Service

- 6.1 Anzen may, acting reasonably, suspend the access to or use of the Software by any or all of the Authorised Users if:
- 6.1.1 Anzen determines that the Customer's (or any Authorised User's) use of the Services is in breach of this Agreement, poses a security risk, or is adversely impacting or may adversely impact the Services or any service provided by Anzen to a third party; or
- 6.1.2 it is in the legitimate interests of Anzen to do so, including where there is a reasonable risk that the Customer may default in the payment of the Licence Fees,
- and Anzen will use its reasonable endeavours to notify the Customer before the suspension takes effect or as soon as reasonably practicable thereafter.
- 6.2 Where Anzen suspends access to or use of the Software under clause 6.1, the Customer remains responsible for all Licence Fees.

7. Support Services

- 7.1 In addition to providing the Software, the Parties may agree in an Order Form that Anzen will provide Support Services in consideration for the Support Services Fees.
- 7.2 Anzen shall provide Support Services in accordance with Schedule I.
- 7.3 Unless otherwise agreed, Support Services will be provided remotely or from Anzen's own premises. Where provided at other locations, the Customer acknowledges that additional expenses may apply.

8. Customer Data

- 8.1 The Customer will own all right, title, and interest in and to all the Customer Data and will have sole responsibility for the legality, reliability, integrity, accuracy, and quality of the Customer Data.
- 8.2 The Customer warrants and represents that it has the authority, including all necessary rights, licences,

and permissions, to upload and use, and to permit Anzen to use and Process the Customer Data in accordance with this Agreement.

- 8.3 The Customer hereby grants to Anzen a worldwide, non-exclusive, irrevocable, royalty-free and fully paid-up licence during the Term to use and access the Customer Data for the purpose of providing the Services.
- 8.4 [The Customer acknowledges that Anzen may use the Customer Data to improve the performance and functionality of the Software to develop improvements, updates, upgrades, modifications, or derivative works thereof which will constitute Improvements (as defined in clause 10.2).]
- 8.5 [Anzen may track and analyse the Customer's and its Authorised Users' use of the Software for the purposes of security [and to help Anzen improve the Services, including the Software]].
- 8.6 [Each Party will comply with its obligations under the data processing addendum at Schedule 2 to this Agreement (the **DPA**). The DPA is in addition to, and does not relieve, remove, or replace, the Parties' respective obligations or rights under the Data Protection Legislation.]
- 8.7 The Customer will on first demand fully indemnify and hold harmless Anzen (and keep Anzen fully indemnified) from and against any and all Losses arising directly or indirectly out of, from, under, or in relation to any third-party claim that the Processing and use of the Customer Data in accordance with this Agreement infringes or misappropriates any third-party Intellectual Property Rights or breaches Data Protection Legislation.

9. Fees and Payment

- 9.1 The Customer will pay to Anzen the Fees set out in the Order Form in accordance with this clause 9 and any payment terms specified in the Order Form without set-off in respect of any liability of Anzen.
- 9.2 Anzen will invoice the Customer for the Fees at the intervals specified in the Order Form and the Customer will pay each invoice in full and cleared funds within thirty (30) calendar days of the date of such invoice.
- 9.3 If Anzen has not received payment by the due date, and without prejudice to any other rights and remedies of Anzen, Anzen may, without liability: (i) disable the Customer's (and any and all Authorised Users') access to all or part of the Software until the invoice(s) concerned are paid in full; and/or (ii) charge the Customer interest on a daily basis on any overdue amounts at the statutory rate of interest prescribed by the Late Payment of Commercial Debts (Interest) Act 1998, commencing on the due date and continuing until fully paid, whether before or after judgment.
- 9.4 Fees are payable in the currency detailed in the Order Form and are non-cancellable and non-refundable. Fees are stated exclusive of VAT, which will be added to Anzen's invoice(s) at the appropriate rate.
- 9.5 The Customer will make all payments under this Agreement without withholding or deduction of, or in respect of, any and all taxes, unless required by law. If any such withholding or deduction is required, the Customer will, when making the payment to which the withholding or deduction relates, pay to Anzen such additional amount as will ensure that Anzen receives the same total amount that it would have received if no such withholding or deduction had been required.
- 9.6 [Anzen will be entitled to increase the [Support Services] Fees at the start of each Renewal Term [upon thirty (30) calendar days' prior written notice to the Customer].

10. Intellectual Property Rights

- 10.1 All Intellectual Property Rights in and to the Software and the Services will belong to and remain vested in (or automatically upon creation will vest in), Anzen. Except for the licence granted to the Customer in clause 2.1, nothing in this Agreement grants to the Customer any rights to or in any Intellectual Property Rights in the Software or the Services.
- 10.2 Without prejudice to clause 2.4 or clause 10.1, to the extent that the Customer's or any Authorised User's use of the Software results in any modifications, adaptations, developments, or any derivative works of or to the Software or the Services (**Improvements**), then notwithstanding any rights or remedies of Anzen under clause 2.4 above, any and all rights and title in and to such Improvements will immediately vest in and be owned absolutely by Anzen (and, to the extent that, by operation of law or otherwise, the ownership of such rights do not vest in Anzen, Anzen will have all exclusive rights of use and exploitation in the Improvements unlimited as to time, territory, and exploitation method).
- 10.3 Anzen may use and exploit any feedback and suggestions for improvement relating to the Services provided by the Customer or any Authorised User (**Feedback**) without charge or limitation.
- 10.4 Anzen makes no representation or warranty as to the validity or enforceability of the Intellectual Property Rights in the Software.
- 10.5 Anzen will defend the Customer against any third-party claim that the Customer's use of the Software in accordance with this Agreement infringes any third-party Intellectual Property Right (an **IP Claim**) and, subject always to clauses 10.7, 10.8, and 12.8, will indemnify Customer from and against any damages suffered or incurred by Customer and which are finally awarded by a court of competent jurisdiction or required to be paid under the terms of a full and final settlement of any such IP Claim, provided that: (i) Anzen is given prompt written notice of such IP Claim by the Customer, which notice will set forth all relevant details and particulars of such IP Claim in reasonably comprehensive detail; (ii) the Customer provides reasonable co-operation to Anzen in the defence and settlement of such IP Claim, at Anzen's reasonable expense; (iii) Anzen is given sole authority to defend or settle such IP Claim; (iv) the Customer makes no admission of liability or fault itself or on behalf of Anzen; (v) the Customer uses its best endeavours to mitigate any and all losses, liabilities, expenses, costs, and/or damages that it suffers or incurs under or in connection with such IP Claim; and (vi) in the event Anzen undertakes any of the remedial actions described in clause 10.6 below, the Customer will (and will ensure that all its personnel and Authorised Users will) immediately upon Anzen taking such action cease to use any part of the Software or Services that are the subject of the relevant IP Claim.
- 10.6 In the defence or settlement of any IP Claim pursuant to clause 10.5 above, Anzen may at its sole and absolute discretion (and Anzen's own expense) either: (i) procure for the Customer the right to continue using the Software in the manner contemplated by this Agreement; (ii) replace or modify the Software so that it becomes non-infringing; or (iii) terminate this Agreement immediately by providing written notice to the Customer, without liability to the Customer.
- 10.7 The remedies set forth in clauses 10.5 and 10.6 constitute the Customer's sole and exclusive remedies (and Anzen's sole and entire liabilities) in respect of any actual, alleged, or reasonably likely IP Claim.
- 10.8 Anzen will not in any circumstances have any liability (including in respect of the indemnity provided under clause 10.5) if the IP Claim is based in whole or in part on: (i) any modification of the Software or any Services (or any part thereof) by anyone other than Anzen; (ii) the Customer's or any Authorised User's use of the Software or the Services otherwise than in accordance with this Agreement or in a manner contrary to the instructions given to the Customer by Anzen; (iii) the Customer's or any Authorised User's use of the Software or the Services after notice of the alleged or actual infringement from Anzen or any appropriate authority; (iv) use or combination of the Software with any other software or hardware, in circumstances where, but for such combination, no infringement would have

occurred; (v) the Customer Data; (vi) any breach of this Agreement by the Customer; or (vii) the Customer's use of or access to the Software under or in connection with any Service identified in the Order Form as being provided on a Trial Basis (for the duration of the period during which it is provided on a Trial Basis) or for no monetary charge.

- 10.9 The Customer will defend Anzen against, and fully indemnify Anzen (and keep Anzen fully indemnified) from and against any and all Losses incurred by Anzen in respect of any third-party claim relating to the Customer's or any Authorised User's use of the Software otherwise than in accordance with this Agreement, provided that: (i) the Customer is given prompt notice of such claim; (ii) Anzen provides reasonable co-operation to the Customer in the defence and settlement of such claim, at the Customer's expense; and (iii) the Customer is given sole authority to defend or settle the claim; and (iv) Anzen makes no admission of liability or fault itself or on behalf of the Customer.

11. Confidential Information

- 11.1 Each Receiving Party will keep confidential and not use for any purpose other than the performance of its obligations (and exercise of rights) under this Agreement, all Confidential Information of the Disclosing Party.
- 11.2 Each Receiving Party will only disclose or reveal any of the Disclosing Party's Confidential Information to: (i) those of its Representatives who are required in the course of their duties to receive it for the purpose for which it is supplied (provided that each Party will ensure that any such Representatives to whom the Receiving Party discloses the Disclosing Party's Confidential Information comply with this clause 11.2); and (ii) any court, governmental or administrative authority competent to require the same, or as required by any applicable law, regulation, or governmental or regulatory body which is lawfully entitled to require the disclosure (and in each such case, the Receiving Party will, if legally permissible, notify the Disclosing Party in writing of such requirement as soon as reasonably practicable and use commercially reasonable endeavours to discuss with the Disclosing Party and agree any possible limitations or restrictions on disclosure in advance to the extent permitted by law).
- 11.3 The provisions of clauses 11.1 and 11.2 will not apply to information that: (i) is or becomes generally available in the public domain otherwise than arising in connection with a breach of this clause by the recipient; (ii) is lawfully in the Receiving Party's possession free of any restrictions as to its use or disclosure at the time of disclosure by the Disclosing Party; (iii) is lawfully acquired from an independent third party who did not itself obtain it under an obligation of confidentiality; (iv) is independently developed without access or reference to any information disclosed by the Disclosing Party; or (v) is trivial or obvious.
- 11.4 The Customer acknowledges that the Software, including the way in which data, information, works, and materials are visualised when using, or are otherwise presented by, the Software and the results of any performance tests of the Software, constitute Anzen's Confidential Information. The Customer recognises that any breach or threatened breach by the Customer of this clause 11 may cause Anzen irreparable harm for which damages may not be an adequate remedy. Accordingly, in addition to any other remedies and damages available to Anzen, the Customer acknowledges and agrees that Anzen is entitled to the remedies of specific performance, injunction, and other equitable relief without proof of special damages.
- 11.5 Anzen acknowledges that the Customer Data is the Confidential Information of the Customer.
- 11.6 The provisions of this clause 11 will survive the termination or expiry of this Agreement (however arising) and continue in full force and effect.

12. **Limitation of Liability**

- 12.1 This clause 12 sets out the entire financial liability of Anzen to the Customer arising under or in connection with this Agreement, including in respect of any use made by the Customer or its Authorised Users of the Software and the Services.
- 12.2 Except as expressly and specifically provided in this Agreement, the Customer assumes sole responsibility for any information or results obtained by Authorised Users from use of the Software, and for conclusions drawn from such use. Anzen will, subject to clause 12.6, have no liability for any damage caused by errors or omissions in any information or data, or any actions taken by Anzen at the Customer's direction. No other party is entitled to rely on the output, information, or results produced by the Customer through its use of the Software for any purpose whatsoever.
- 12.3 Except as expressly and specifically provided in this Agreement, all warranties, representations, conditions, and all other terms of any kind whatsoever implied by statute or common law are, to the fullest extent permitted by applicable law, excluded from this Agreement. The Customer acknowledges that the Software, the Services and any information provided by or on behalf of Anzen are provided to the Customer on an **as is** basis. Save as expressly stipulated in this Agreement, no assurance, warranty, or representation is given hereunder by Anzen that any of the Services (or any part thereof) will comply with or will satisfy any legal or regulatory obligation of any person.
- 12.4 Nothing in this Agreement excludes either Party's liability for death or personal injury caused by its negligence, fraud or fraudulent misrepresentation or for any liabilities that cannot be excluded under applicable law.
- 12.5 Subject to clause 12.6, Anzen will not be liable for: (i) any consequential, indirect, special, incidental, punitive or exemplary Losses, whether foreseeable or unforeseeable; or (ii) any of the following Losses (in each case whether direct or indirect): loss of profit; loss of business opportunity or agreements in contracts; loss of or damage to goodwill or reputation; loss or corruption of data, software or information; wasted expenditure or charges; Losses arising from the lawful termination of this Agreement by Anzen; Losses caused or contributed to by the Customer or any agent or Representative thereof; Losses caused as a result of the Software being unavailable as a result of planned downtime for the Software, as notified to the Customer from time to time; Losses arising from any failure of the Customer's infrastructure and/or utilities; Losses caused as a result of the Software being unavailable due to a Force Majeure Event; or Losses caused by the failure or delay of any third-party application or service or network.
- 12.6 Subject to clause 12.4, Anzen's total liability (whether arising in contract, in tort (including negligence) or restitution, for breach of statutory duty or misrepresentation, or otherwise) arising directly or indirectly out of, under, due to, or in connection with this Agreement will in all circumstances be limited in the aggregate to the total Fees already paid by the Customer to Anzen during the period of twelve (12) consecutive months immediately preceding the date of the first event giving rise to Anzen's liability.

13. **[Audit**

- 13.1 [During the term of this Agreement and for a period of 7 consecutive years thereafter, the Customer will maintain full and accurate records relating to its and the Authorised Users' use and access of the Services under this Agreement.]
- 13.2 Anzen may on reasonable notice to the Customer from time to time to require the Customer to permit or procure the permission for a duly authorised employee, agent or representative of Anzen to audit the use of the Software, and to assess compliance with this Agreement, including for this purpose to

access the Customer's premises and systems, and to take copies of the relevant records (including without limitation those referred to in clause 13.1).

- 13.3 At Anzen's request from time to time the Customer will promptly (and in any event within two (2) Business Days of such request) provide Anzen with copies of the records referred to in clause 13.1.
- 13.4 Anzen may monitor, collect, store, and use information on the use and performance of the Services (including Customer Data) to detect threats or errors to the Services and/or Anzen's operations and for the purposes of the further development and improvement of Anzen's services, provided that such activities at all times comply with the provisions of Schedule 2 (*Data Processing Addendum*).]

14. Term and Termination

- 14.1 This Agreement will commence on the Effective Date and continue for the Term, unless terminated in accordance with this Agreement.
- 14.2 If the Customer wishes to terminate this Agreement during a Renewal Term (or fails to give the requisite termination notice to Anzen prior to the start of a new Renewal Term), the Fees due for the remainder of that Renewal Term will become immediately due and payable to Anzen within thirty (30) Business Days.
- 14.3 Without affecting any other right or remedy available to it, either Party may terminate this Agreement with immediate effect by giving written notice to the other Party if: (i) the other Party fails to pay any amount due under this Agreement on the due date for payment and remains in default not less than ten (10) Business Days after being notified in writing to make such payment; or (ii) if the other Party commits a material breach of any terms of this Agreement, which breach is irremediable or (if such breach is remediable) fails to remedy that breach within ten (10) Business Days after being notified in writing to do so; or (iii) the other Party suspends, ceases, or threatens to suspend or cease carrying on its business or a substantial part thereof, or suffers an Insolvency Event.
- 14.4 Without prejudice to any other rights or remedies hereunder to which Anzen may be entitled, if Anzen knows or has reasonable grounds to suspect that the Customer is acting in breach of its obligations under this Agreement (including failure to pay the Fees), Anzen may notify the Customer in writing accordingly and may suspend the Customer's and all Authorised Users' access to the Software until such breach can be remedied, or until Anzen is satisfied, acting reasonably, that its suspicions are unfounded.
- 14.5 Without affecting any other right or remedy available to it, Anzen may (solely to the extent that the Services hereunder are provided on a Trial Basis) terminate this Agreement without cause at any time by way of written notice to the Customer (such notice having immediate effect).
- 14.6 On termination or expiry of this Agreement for any reason: (a) all licences and rights granted by Anzen under this Agreement will immediately terminate and cease to be valid; (b) all Fees which are outstanding on the date of termination will become immediately due and payable; (c) subject to the terms and conditions of this Agreement, each Receiving Party will return to the Disclosing Party (or, at such Disclosing Party's direction, destroy) and make no further use of any of the Disclosing Party's Confidential Information, and each party will make no further use of any equipment, property, and other items (and all copies of them) belonging to the other Party; and (d) any rights, remedies, obligations or liabilities of the Parties that have accrued up to the date of termination, including the right to claim damages in respect of any breach of this Agreement which existed at or before the date of termination will not be affected or prejudiced.

15. General

- 15.1 **Entire agreement.** This Agreement constitutes the entire agreement between the Parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations, and understandings between them, whether written or oral, relating to its subject matter. The terms and conditions contained in this Agreement will be to the exclusion of all other terms and conditions relating to the same, including without limitation (to the fullest extent permitted by applicable laws) any terms or conditions implied by law, trade custom, practice, and/or course of dealing, and/or any terms or conditions that the Customer may purport to apply, impose, or incorporate under any offer, acknowledgement, correspondence, or any other document issued by the Customer. Accordingly, no terms or conditions endorsed on, delivered with, or contained in any purchase order, specification, or other document issued by the Customer will form part of this Agreement. Any terms or conditions of the Customer diverging from the provisions hereof will not be valid, even if Anzen effects delivery or renders any part of the Services without reservation.
- 15.2 **Assignment.** The Customer will not assign, transfer, charge, sub-contract, or deal in any other manner with all or any of its rights or obligations under this Agreement without the prior written consent of Anzen. Anzen may at any time assign, transfer, charge, sub-contract, or deal in any other manner with all or any of its rights or obligations under this Agreement without requiring any additional consent from the Customer.
- 15.3 **Force Majeure.** Neither Party is responsible for failing to fulfil its obligations (other than its payment obligations) under this Agreement due to causes beyond its reasonable control that directly or indirectly delay, hinder, or prevent timely performance ("Force Majeure Event"). Any dates or times by which each Party is required to render performance under this Agreement will be postponed automatically to the extent that the Party is delayed or prevented from meeting them by a Force Majeure Event. If the Force Majeure Event prevents, hinders, or delays the affected Party's performance of its obligations for a continuous period of more than thirty (30) calendar days, the affected Party may terminate this Agreement by giving thirty (30) calendar days' written notice to the other Party.
- 15.4 **Notices.** Any notice to be given under this Agreement will be in writing and delivered by hand (delivery by courier will be regarded as delivery by hand) or by tracked recorded-delivery post to the Party concerned at the relevant address shown at the top of this Agreement (or such other address as may be communicated by the relevant recipient Party to the other from time to time by way of a written notice given in accordance with this clause 15.4) and will take effect: (i) if delivered by hand, at the time of delivery; or (ii) if delivered by tracked recorded-delivery, at the time and date recorded by the relevant recorded-delivery service.
- 15.5 **Variation.** No variation of this Agreement will be effective unless it is set forth in a written document that expressly refers to this Agreement and that is signed by the Parties (or their duly authorised Representatives).
- 15.6 **Waiver.** No failure or delay by a Party to exercise any right or remedy provided under this Agreement or by law will constitute a waiver of that or any other right or remedy, nor will it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy will prevent or restrict the further exercise of that or any other right or remedy.
- 15.7 **Severance.** If any provision or part-provision of this Agreement is or becomes invalid, illegal, or unenforceable, it will be deemed modified to the minimum extent necessary to make it valid, legal, and enforceable. If such modification is not possible, the relevant provision or part-provision will be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause will not affect the validity and enforceability of the rest of this Agreement.

- 15.8 **Relationship.** The relationship between the Parties is that of independent contractors and nothing in this Agreement will be construed to create a partnership, joint venture, employment, or agency relationship between the Parties, nor authorise any Party to make or enter into any commitments for or on behalf of the other Party. Each Party confirms it is acting on its own behalf and not for the benefit of any other person. The Parties acknowledge that the arrangements between them are non-exclusive. Nothing contained in this Agreement will prohibit either of the Parties from conducting business activities with other third parties.
- 15.9 **Third-party rights.** A person who is not a Party to this Agreement will not have any right to enforce any term of this Agreement under the Contracts (Rights of Third Parties) Act 1999.
- 15.10 **Counterparts.** This Agreement may be executed in any number of counterparts, each of which when executed will constitute a duplicate original, but all the counterparts will together constitute the one agreement.
- 15.11 **Governing Law.** This Agreement, and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation, will be governed by, and construed in accordance with, English law.
- 15.12 **Jurisdiction.** Each Party irrevocably agrees that the courts of England and Wales will have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this Agreement, its subject matter or formation.

SCHEDULE I – SUPPORT SERVICES

1. DEFINITIONS AND INTERPRETATION

1.1 In this Schedule 1, unless the context otherwise requires, the following terms shall have the following meanings:

"Business Hours" means 9.00 am to 5.00 pm local UK time during a Business Day;

"Change Request" means a request by the Customer for Anzen to provide services that fall outside the scope of the Support Services as defined in paragraph 2;

"Critical Security Patch" means a software patch that addresses a security vulnerability classified by Anzen as critical based on industry-standard vulnerability scoring systems;

"Documentation" has the meaning given in the Licence Terms;

"Incident" means any event that is not part of the standard operation of the Software and that causes, or may cause, an interruption to, or a reduction in, the quality of the Software;

"Maintenance Release" means a release of the Software that includes bug fixes, patches, hotfixes, and minor corrections but does not include new features or functionality;

"Major Version" means a release of the Software designated by Anzen as a major version (typically indicated by a change in the first digit of the version number, e.g., from 2.x to 3.x) that may include significant new features, architectural changes, or functionality enhancements;

"Minor Version Upgrade" means a release of the Software designated by Anzen as a minor version (typically indicated by a change in the second digit of the version number, e.g., from 2.1 to 2.2) that may include incremental feature enhancements, improvements, and bug fixes;

"Patch" means a software update designed to fix bugs, security vulnerabilities, or other defects in the Software;

"Reproducible Defect" means a defect in the Software that can be consistently reproduced by Anzen using the information provided by the Customer;

"Root Cause Analysis" means an analysis conducted by Anzen to identify the underlying cause of a Reproducible Defect;

"Severity Level" means the classification of an Incident according to the criteria set out in paragraph 5;

"Standard Security Patch" means a software patch that addresses a security vulnerability classified by Anzen as standard or non-critical;

"Supported Release" means a version of the Software for which Anzen is providing Support Services in accordance with the support lifecycle set out in paragraph 4;

"Support Services" means the support and maintenance services described in paragraph 2 of this Schedule 1;

"Workaround" means a temporary method or procedure that allows the Customer to avoid or mitigate the impact of a defect whilst a permanent fix is being developed.

1.2 References to paragraphs in this Schedule 1 are to paragraphs of this Schedule 1 unless otherwise stated.

1.3 Capitalised terms not defined in this Schedule 1 shall have the meanings given to them in the Licence Terms.

2. SCOPE OF SUPPORT SERVICES

2.1 Subject to the Customer paying the Support Services Fees and complying with its obligations under the Agreement, Anzen shall provide the Support Services set out in the table below in relation to Supported Releases of the Software.

2.2 The following table sets out the services that are included within the scope of Support Services (In-Scope Services) and those that are expressly excluded (Out-of-Scope Services):

IN-SCOPE SERVICES	OUT-OF-SCOPE SERVICES
Incident Management and Fault Diagnosis Anzen shall receive, log, and triage Incidents reported by the Customer in accordance with paragraph 5, and shall use commercially reasonable endeavours to diagnose faults in the Software.	New Feature Development Development of new features, major functional enhancements, or bespoke functionality requested by the Customer.
Bug Fixes and Defect Resolution Anzen shall use commercially reasonable endeavours to resolve Reproducible Defects in the Software. The Customer acknowledges that Anzen may provide a Workaround in lieu of a permanent fix where Anzen reasonably determines that	Third-Party Integrations Integration of the Software with third-party developed systems, applications, or services, including custom integration work.

a Workaround is appropriate.	
Provision of Patches and Hotfixes Anzen shall develop and make available to the Customer Patches and hotfixes for Reproducible Defects and security vulnerabilities in accordance with paragraph 3.	Unlicensed Software Support Support for versions of the Software that are not licensed to the Customer under the Agreement or for which the Customer has not paid the applicable Support Services Fees.
Maintenance Releases Anzen shall make available to the Customer Maintenance Releases as and when developed by Anzen. The Customer acknowledges that the timing and content of Maintenance Releases shall be determined by Anzen in its sole discretion.	On-Site Support On-site support services at the Customer's premises or any location other than Anzen's premises, unless explicitly agreed in an Order Form. Where on-site support is agreed, additional expenses shall apply in accordance with paragraph 8.
Minor Version Upgrades Anzen shall make available to the Customer Minor Version Upgrades as and when released by Anzen. The Customer acknowledges that the timing and content of Minor Version Upgrades shall be determined by Anzen in its sole discretion.	Custom Configuration and Performance Tuning Custom configuration of the Software, data migration services, or performance tuning activities beyond standard configuration guidance provided in the Documentation.
Technical Support Anzen shall provide technical support to the Customer via the agreed support channels set out in paragraph 6 during Business Hours.	Training and Education Training services, Authorised User education programmes, or workshops.
Root Cause Analysis For Reproducible Defects, Anzen shall, upon request by the Customer, use commercially reasonable endeavours to conduct a Root Cause Analysis and provide a written summary of the findings to the Customer.	Infrastructure Support Support for hardware, operating systems, network infrastructure, or other technology components outside the Software itself.
Documentation Updates Anzen shall update the Documentation for Supported Releases to reflect material changes to the Software resulting from Maintenance Releases and Minor Version Upgrades.	Data Recovery Recovery of Customer Data or restoration of data that has been lost, corrupted, or deleted. The Customer is solely responsible for maintaining back-ups of all Customer Data at all times.
Monitoring and Reporting Anzen shall monitor known issues affecting Supported Releases and shall notify the Customer of any end-of-support notices in accordance with paragraph 4.3.	Consulting and Advisory Services Consulting services, project management, architectural design services, or strategic advisory services.
	Emergency and Out-of-Hours Support Emergency support or 24x7 support outside Business Hours, unless explicitly agreed in an Order Form and subject to additional fees.
	Issues Caused by Customer Actions Support for issues arising from the Customer's use of the Software contrary to Anzen's instructions, the Documentation, or the Agreement, or from modification or alteration of the Software by any party other than Anzen or its duly authorised contractors or agents.
	Third-Party Software or Services Issues arising from third-party software, applications,

	services, or network failures that are not within Anzen's reasonable control.
	Trial or No-Charge Services Support for any use of or access to the Software under any Service identified in the Order Form as being provided on a Trial Basis or for no monetary charge.

2.3 For the avoidance of doubt, any services listed in the Out-of-Scope Services column shall not be provided by Anzen unless separately agreed in writing and subject to additional fees in accordance with paragraph 8.

3. PATCHES, UPDATES, AND UPGRADES

3.1 Maintenance Releases

3.1.1 Anzen shall make Maintenance Releases available to the Customer as and when developed by Anzen. Maintenance Releases shall be provided at no additional charge to Customers who have paid the applicable Support Services Fees.

3.1.2 Anzen shall use commercially reasonable endeavours to notify the Customer of the availability of Maintenance Releases within [X] Business Days of release, provided that failure to provide such notification shall not constitute a breach of this Agreement.

3.1.3 The Customer acknowledges that:

- (a) the timing, content, and frequency of Maintenance Releases shall be determined by Anzen in its sole discretion;
- (b) Maintenance Releases may require the Customer to perform installation, configuration, or testing activities; and
- (c) Anzen does not warrant that Maintenance Releases will be error-free or will resolve all defects in the Software.

3.2 Minor Version Upgrades

3.2.1 Anzen shall make Minor Version Upgrades available to the Customer as and when released by Anzen. Minor Version Upgrades shall be provided at no additional charge to Customers who have paid the applicable Support Services Fees.

3.2.2 Anzen shall use commercially reasonable endeavours to notify the Customer of the availability of Minor Version Upgrades at least [X] Business Days prior to release, provided that failure to provide such notification shall not constitute a breach of this Agreement.

3.2.3 The Customer acknowledges that:

- (a) the timing, content, and frequency of Minor Version Upgrades shall be determined by Anzen in its sole discretion;
- (b) Minor Version Upgrades may include changes to functionality, user interface, or system requirements;
- (c) Minor Version Upgrades may require the Customer to perform installation, configuration, testing, or user acceptance activities; and
- (d) Anzen does not warrant that Minor Version Upgrades will be compatible with all third-party software, systems, or configurations used by the Customer.

3.3 Major Versions

3.3.1 Major Versions are not included within the scope of Support Services and shall be made available to the Customer only upon separate agreement and payment of additional licence fees as determined by Anzen.

3.3.2 Anzen shall use commercially reasonable endeavours to notify the Customer of the planned release of Major Versions at least [X] calendar days prior to release, provided that failure to provide such notification shall not constitute a breach of this Agreement.

3.3.3 The Customer acknowledges that Major Versions may include significant architectural changes, new licensing models, or changes to system requirements that may require the Customer to upgrade its infrastructure or make other changes to its environment.

3.4 Security Patches

3.4.1 Anzen shall use commercially reasonable endeavours to develop and make available to the Customer:

- (a) Critical Security Patches within [X] hours of Anzen becoming aware of the security vulnerability; and
- (b) Standard Security Patches within [X] Business Days of Anzen becoming aware of the security vulnerability.

3.4.2 The timeframes set out in paragraph 3.4.1 are target timeframes only and shall not constitute a warranty or guarantee. Anzen shall not be liable for any failure to meet such timeframes.

3.4.3 The Customer acknowledges that:

- (a) the classification of security vulnerabilities as critical or standard shall be determined by Anzen in its sole discretion based on industry-standard vulnerability scoring systems and Anzen's assessment of the risk to its customers;
- (b) Anzen's ability to develop and deliver security patches may be dependent on third-party software vendors, security researchers, or other parties outside Anzen's reasonable control;
- (c) the Customer is responsible for testing and deploying all security patches in its environment; and
- (d) Anzen strongly recommends that the Customer deploy Critical Security Patches as soon as reasonably practicable following release.

3.5 Deployment Responsibilities

3.5.1 The Customer shall be solely responsible for:

- (a) testing all Patches, Maintenance Releases, Minor Version Upgrades, and Major Versions in a non-production environment prior to deployment in a production environment;
- (b) deploying all Patches, Maintenance Releases, Minor Version Upgrades, and Major Versions in accordance with the Documentation and any deployment instructions provided by Anzen;
- (c) ensuring that the Customer's infrastructure, systems, and environment meet the system requirements for each release; and
- (d) maintaining back-ups of all Customer Data prior to deploying any Patches, Maintenance Releases, Minor Version Upgrades, or Major Versions.

3.5.2 Anzen shall not be liable for any issues, defects, or failures arising from the Customer's failure to properly test or deploy Patches, Maintenance Releases, Minor Version Upgrades, or Major Versions, or from the Customer's use of the Software in an environment that does not meet the system requirements.

4. SUPPORT LIFECYCLE AND COMPATIBILITY

4.1 Supported Releases

4.1.1 Anzen shall provide Support Services for the following releases of the Software:

- (a) the current Major Version and Minor Version of the Software; and
- (b) the immediately preceding Major Version of the Software for a period of [X] months following the release of a new Major Version.

4.1.2 The Customer acknowledges that Anzen may, in its sole discretion, extend support for older releases beyond the periods specified in paragraph 4.1.1, but shall have no obligation to do so.

4.2 End of Support

4.2.1 Upon expiry of the support period for a particular release as set out in paragraph 4.1.1, that release shall cease to be a Supported Release and Anzen shall have no obligation to provide Support Services for that release.

4.2.2 If the Customer continues to use a release that is no longer a Supported Release, the Customer acknowledges and agrees that:

- (a) Anzen shall have no obligation to provide Support Services, Patches, Maintenance Releases, or security updates for that release;
- (b) continued use of unsupported releases may expose the Customer to security vulnerabilities, defects, and compatibility issues; and
- (c) Anzen strongly recommends that the Customer upgrade to a Supported Release.

4.3 End-of-Support Notices

4.3.1 Anzen shall use commercially reasonable endeavours to provide the Customer with at least [X] calendar days' prior written notice of the end-of-support date for any Major Version or Minor Version.

4.3.2 Failure to provide such notice shall not constitute a breach of this Agreement and shall not extend Anzen's obligation to provide Support Services beyond the end-of-support date.

4.4 Compatibility Support

4.4.1 Anzen shall use commercially reasonable endeavours to ensure that Maintenance Releases and Minor Version Upgrades are backwards compatible with the immediately preceding Minor Version, provided that Anzen makes no warranty or guarantee of compatibility.

4.4.2 The Customer acknowledges that Major Versions may not be backwards compatible with previous Major Versions and may require changes to the Customer's configuration, integrations, or environment.

4.4.3 The Customer acknowledges that the Software may evolve over time with functionality added or removed, and Anzen may establish new limits on Services, restrict APIs, or alter data retention periods, provided such changes are notified to the Customer in writing reasonably in advance.

5. SERVICE LEVELS

5.1 Severity Levels

Incidents shall be classified according to the following Severity Levels:

Severity Level	Description	Examples	Target Response Time
Severity A (Fatal System Fault)	Total system inoperability. The Software is completely unavailable or unusable, and there is no Workaround.	Complete system outage; critical functionality completely unavailable; data loss or corruption affecting multiple users	[X] Business Hours
Severity B (System Fault)	Partial system inoperability. Core functionality is significantly impaired, and there is no reasonable Workaround.	Major functionality unavailable; significant performance degradation affecting multiple users; critical integrations failing	[X] Business Hours
Severity C (Business Critical)	Unable to perform core business functions. Important functionality is impaired, but a Workaround exists.	Important features not working as expected; moderate performance issues; non-critical integrations failing	[X] Business Hours
Severity D (Non-Business Critical)	Able to perform limited core business functions. Minor functionality is impaired or inconvenient.	Minor defects; cosmetic issues affecting usability; Documentation errors	[X] Business Hours
Severity N (Cosmetic)	No impact on running of the operation. Cosmetic issues with no functional impact.	Minor user interface inconsistencies; typographical errors; enhancement requests	No guaranteed response time

5.2 Response Time Obligations

5.2.1 "Response Time" means the time from when Anzen receives a properly logged Incident in accordance with paragraph 6 to when Anzen provides an initial response to the Customer's second line technical team acknowledging receipt of the Incident and providing an initial assessment.

5.2.2 Response Times are maximum timeframes and are not time-to-fix commitments. Anzen does not guarantee that any Incident will be resolved within any particular timeframe.

5.2.3 Response Times apply only during Business Hours. Any Incident reported outside Business Hours shall be deemed to have been reported at the start of the next Business Day.

5.2.4 Response Times are calculated in Business Hours only. For example, an Incident reported at 4:00 pm on a Friday with a 2 Business Hour response time would require a response by 11:00 am on the following Monday (assuming no public holidays).

5.2.5 Anzen shall use commercially reasonable endeavours to meet the target Response Times set out in paragraph 5.1,

provided that failure to meet a target Response Time shall not constitute a breach of this Agreement and shall not give rise to any liability on the part of Anzen.

5.3 Severity Classification

5.3.1 The initial Severity Level for each Incident shall be determined by Anzen in its reasonable discretion based on the information provided by the Customer and Anzen's assessment of the impact and urgency of the Incident.

5.3.2 Anzen may reclassify the Severity Level of an Incident at any time based on further investigation, the availability of a Workaround, or changes in the impact of the Incident.

5.3.3 If the Customer disagrees with Anzen's classification of an Incident, the Customer may request escalation in accordance with paragraph 5.5.

5.4 Resolution and Workarounds

5.4.1 Anzen shall use commercially reasonable endeavours to resolve Incidents, provided that Anzen makes no warranty or guarantee as to the timeframe for resolution.

5.4.2 Where Anzen provides a Workaround for an Incident, the provision of the Workaround shall constitute the Customer's sole and exclusive remedy, and Anzen may, in its discretion, reduce the Severity Level of the Incident or close the Incident.

5.4.3 The Customer acknowledges that resolution of certain Incidents may require:

- (a) the release of a Patch, Maintenance Release, or Minor Version Upgrade, which shall be made available in accordance with paragraph 3;
- (b) changes to the Customer's configuration, environment, or usage of the Software; or
- (c) fixes or updates from third-party software vendors or service providers.

5.5 Escalation Procedures

5.5.1 If the Customer is not satisfied with the progress or resolution of an Incident, the Customer may escalate the Incident using the following escalation path:

Escalation Level	Anzen Contact	Timeframe
Level 1	Support Team Lead	After [X] Business Hours without adequate progress
Level 2	Head of Technical Services	After [X] Business Hours without adequate progress
Level 3	[Chief Technology Officer / Director]	After [X] Business Hours without adequate progress

5.5.2 Escalation requests must be submitted in writing via email to the designated escalation contact and must include:

- (a) the Incident reference number;
- (b) a description of the issue and its business impact;
- (c) a summary of the steps taken to date; and
- (d) the reason for escalation.

5.5.3 Anzen shall use commercially reasonable endeavours to respond to escalation requests within [X] Business Hours of receipt.

6. SUPPORT CHANNELS AND PROCEDURES

6.1 Support Channels

6.1.1 The Customer may submit Incidents and support requests to Anzen through the following channels:

- (a) **Support Portal:** [URL to be provided]
- (b) **Email:** [support email address to be provided]
- (c) **Telephone:** [support telephone number to be provided] (available during Business Hours only)

6.1.2 Anzen may, in its discretion, add, remove, or modify support channels upon [X] calendar days' prior written notice to the Customer.

6.1.3 The Customer acknowledges that certain support channels may be more appropriate for certain types of Incidents,

and Anzen may request that the Customer use a specific channel for particular Incidents.

6.2 Incident Reporting Requirements

6.2.1 When reporting an Incident, the Customer must provide the following information to the extent reasonably available:

- (a) a clear description of the Incident, including the symptoms and business impact;
- (b) the version and release number of the Software;
- (c) the date and time when the Incident first occurred;
- (d) the frequency of occurrence (e.g., intermittent, constant);
- (e) the number of Authorised Users affected;
- (f) steps taken by the Customer to reproduce or resolve the Incident;
- (g) any error messages, log files, or screenshots relevant to the Incident;
- (h) the Customer's assessment of the Severity Level; and
- (i) contact details for the Customer's second line technical team member responsible for the Incident.

6.2.2 Anzen may request additional information from the Customer to diagnose and resolve the Incident, and the Customer shall use reasonable endeavours to provide such information promptly.

6.2.3 Response Times shall commence only when Anzen has received a properly logged Incident containing sufficient information to enable Anzen to begin investigation. If the Customer fails to provide sufficient information, Anzen may request clarification, and the Response Time shall commence upon receipt of the clarification.

6.3 Language

6.3.1 All Support Services shall be provided in English. The Customer shall ensure that all Incident reports, communications, and documentation are provided in English.

6.4 Customer Cooperation

6.4.1 The Customer shall fully cooperate with Anzen in the provision of Support Services, including by granting Anzen full and unrestricted access to the Customer's account, systems, and Customer Data as reasonably required by Anzen.

6.4.2 The Customer acknowledges that Anzen's ability to provide effective Support Services is dependent on the Customer's cooperation, and delays in providing information or access may impact Anzen's ability to meet Response Times or resolve Incidents.

7. CUSTOMER OBLIGATIONS

7.1 In addition to the Customer's obligations set out elsewhere in this Agreement, the Customer shall:

- (a) be responsible for providing any Dependencies stated in the Order Form and ensuring its network and systems comply with the system requirements specified by Anzen for operation of the Software;
- (b) be solely responsible for procuring and maintaining all network connections and telecommunications links from its systems to Anzen's data centres;
- (c) be solely responsible for procuring Internet access and all associated costs, including communications, data transmission, and wireless or mobile charges;
- (d) maintain back-ups of all Customer Data at all times;
- (e) ensure that all Authorised Users are adequately trained in the use of the Software and the procedures for reporting Incidents;
- (f) implement and maintain first and second line support capabilities as reasonably required by Anzen;
- (g) perform reasonable troubleshooting and diagnostic steps before escalating Incidents to Anzen;
- (h) install and deploy Patches, Maintenance Releases, and Minor Version Upgrades in a timely manner in accordance with paragraph 3.5;
- (i) maintain Supported Releases of the Software and upgrade to new releases in accordance with the support lifecycle set out in paragraph 4;
- (j) comply with all reasonable instructions and recommendations provided by Anzen in connection with the Support Services; and
- (k) not misuse or abuse the Support Services, including by submitting excessive, frivolous, or duplicate Incidents.

7.2 Anzen shall not be liable for any failure to provide Support Services or for any defects, errors, or issues in the Software to the extent caused by the Customer's failure to comply with its obligations under this paragraph 7 or elsewhere in the Agreement.

8. OUT-OF-SCOPE WORK AND CHANGE REQUESTS

8.1 Change Request Process

8.1.1 If the Customer requests services that fall outside the scope of the Support Services as defined in paragraph 2.2, the Customer must submit a Change Request to Anzen in writing.

8.1.2 Each Change Request must include:

- (a) a clear description of the requested services;
- (b) the business justification for the request;
- (c) the desired timeframe for delivery; and
- (d) any other relevant information.

8.1.3 Anzen shall, within [X] Business Days of receipt of a Change Request (or such longer period as may be reasonable given the complexity of the request), provide the Customer with:

- (a) an assessment of whether the requested services are within or outside the scope of the Support Services;
- (b) if outside the scope, an estimate of the effort, timeframe, and fees for providing the requested services; and
- (c) any other relevant terms and conditions.

8.1.4 Anzen shall have no obligation to accept any Change Request and may decline any Change Request in its sole discretion.

8.1.5 If Anzen accepts a Change Request, the parties shall execute a written change order or statement of work setting out the scope, fees, timeframe, and other terms for the provision of the out-of-scope services.

8.2 Professional Services Rate Card

8.2.1 Unless otherwise agreed in writing, out-of-scope services shall be charged in accordance with Anzen's then-current professional services rate card, which as at the Effective Date is as follows:

Role/Skill Level	Day Rate (per 8-hour day)	Hourly Rate
Senior Consultant / Architect	£[•]	£[•]
Consultant / Developer	£[•]	£[•]
Junior Consultant / Developer	£[•]	£[•]
Project Manager	£[•]	£[•]

8.2.2 Anzen may increase the rates set out in paragraph 8.2.1 upon [X] calendar days' prior written notice to the Customer, provided that any such increase shall apply only to Change Requests submitted after the effective date of the increase.

8.2.3 All rates are exclusive of VAT, which shall be added at the applicable rate.

8.3 Expenses

8.3.1 In addition to the fees set out in paragraph 8.2, the Customer shall reimburse Anzen for all reasonable out-of-pocket expenses incurred in connection with the provision of out-of-scope services, including:

- (a) travel expenses (including airfare, rail, taxi, and mileage at [£0.45] per mile);
- (b) accommodation expenses;
- (c) meals and subsistence; and
- (d) other reasonable expenses agreed in advance.

8.3.2 Anzen shall provide reasonable supporting documentation for all expenses claimed.

8.3.3 Expenses shall be invoiced monthly in arrears together with the fees for out-of-scope services.

SCHEDULE 2 - DATA PROCESSING ADDENDUM

[TO BE INCLUDED IF NEEDED]

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