

Oxygen Finance Limited Online Service Subscription Agreement (Pipeline Manager)

- This Agreement (as defined below) is made by and between Oxygen Finance Limited ("**Oxygen**") and "**Customer**" as defined in Schedule A.
- This Agreement shall apply to all users of the Service as defined in Schedule A.

Definitions

Agreement – means the terms and conditions set forth in this Online Service Subscription Agreement and including Schedule A, Schedule B, Schedule C and Schedule D;

Customer – means the corporate entity specified in Schedule A;

Customer Data - means the Customer data inputted by the Customer or Users (or inputted by Oxygen on behalf of Customer if included within the designated Service purchased by Customer) for the purpose of using the Service or facilitating the Customer's use of the Service;

Data Protection Laws - means all applicable laws relating to the protection of personal data;

Effective Date – means the contract start date, as specified in Schedule A;

Fees – means the Implementation Fee and the Subscription Fees;

Implementation Fee – means the one off implementation fee payable by Customer to Oxygen to implement the Services as set out in Schedule B;

Information – means the proprietary content, information and/ or data of or relating to Oxygen's Service;

Login – means the unique and distinctive "log-in" identifier selected by Oxygen that is used in conjunction with an Oxygen- or User-selected password (**Password**) that enables authorised access to the Service;

Service – means Oxygen's online Pipeline Manager service(s) made available to Customer, and consisting of software, online delivery platforms, information, databases, and user documentation, that are proprietary to Oxygen;

Service Commencement Date: the earlier of (i) the date the Service is signed off as 'Ready for Service'; and (ii) the date which is 12 weeks after the Effective Date;

Schedule A – means the Oxygen order document that states the specific Service subscribed to by Customer, the Term and the number of designated Users authorised to use the Service;

Subscription Fees – means the annual subscription fees payable by Customer to Oxygen to access and use the Services, as set out in Schedule B; and

User – means any employee, officer, or onsite consultant/contractor of Customer who has authorised access to the Service by use of an assigned Login and password.

1. License Grant

1.1 Oxygen grants, and Customer accepts, a limited, worldwide, non-exclusive, non-transferable license to use and access the Service designated in Schedule A, subject to the terms and conditions of this Agreement.

1.2 Oxygen shall issue Users with Logins and Passwords. Each Login and Password may only be used by one named individual and may not be shared unless otherwise agreed by Oxygen.

1.3 Customer is responsible for any violations of this Agreement by User(s), and Customer shall be responsible for compliance by User(s) with all terms and conditions of this Agreement and the maintenance and security of the Logins and Passwords.

1.4 It is specifically acknowledged and agreed by Customer that in the event that Oxygen becomes aware that Customer is exceeding the quantity of permitted designated Users stated the Order Form, Oxygen may, at its option, increase Customer's subscription charges, at the then Oxygen current price per user (as made available by Oxygen from time to time on request), to reflect the increased usage and/or treat Customer's actions as a breach of these terms. Customer shall permit Oxygen to audit the Service in order to establish the name, Login and Password of each User and number of Users using the Service at any one time..

2. Use, Use Restrictions and Customer obligations

2.1 Users may access the Service only for use in the internal operation of Customer's business.

2.2 The Customer shall not access, store, distribute or transmit any viruses or similar malicious code, or any material during the course of its use of the Service that:

- (a) is unlawful, harmful, threatening, defamatory, obscene, infringing, harassing or racially or ethnically offensive;
- (b) facilitates illegal activity;
- (c) depicts sexually explicit images;
- (d) promotes unlawful violence;
- (e) is discriminatory based on race, gender, colour, religious belief, sexual orientation, disability; or
- (f) is otherwise illegal or causes damage or injury to any person or property.

2.3 Unless Customer has obtained the prior written authorisation or approval of Oxygen:

(a) Customer is purchasing the licence to access the Service outlined in Schedule A whilst within an active Initial or Renewal Term; the licence does not permit use or access of the Service outside an active Initial or Renewal Term;

(b) Customer and Users may not alter, modify, or adapt the Service, including but not limited to, translating, de-compiling, disassembling, distributing, or creating derivative works, or make the Service available for any use by resell, loan, rental, sublicense, service bureau, time sharing, or similar arrangement or otherwise.

(c) Customer shall not access all or any part of the Service in order to build a product or service which competes with the Service;

(d) Customer shall not use the Services and/or Information to provide services to third parties;

(e) Customer shall not authorise additional users to use the Service in excess of those designated in Schedule A unless it purchases additional User subscriptions for such users.

(f) Customer shall not attempt to obtain, or assist third parties in obtaining, access to the Service.

2.3 Customer shall use all reasonable endeavours to prevent any unauthorised access to, or use of, the Service and, in the event of any such unauthorised access or use, promptly notify Oxygen.

2.4 A violation of these Use and Use Restrictions shall constitute a material breach of this Agreement and may, at Oxygen's option, result in a denial of access to the Service and /or Information, or any other remedy available to Oxygen under this Agreement or by law.

2.5 Customer shall:

(a) provide the Oxygen with all necessary co-operation in relation to this Agreement and all necessary access to such information as may be required by Oxygen in order to provide the Service, including but not limited to Customer Data, security access information and configuration services;

(b) without affecting its other obligations under this Agreement, comply with all applicable laws and regulations with respect to its activities under this Agreement;

(c) obtain and shall maintain all necessary licences, consents, and permissions necessary for Oxygen, its contractors and agents to perform their obligations under this Agreement, including without limitation the Service;

(d) ensure that its network and systems comply with the relevant specifications provided by Oxygen from time to time; and

(e) be, to the extent permitted by law and except as otherwise expressly provided in the Agreement, solely responsible for procuring, maintaining and securing its network connections and telecommunications links from its systems to Oxygen's data centres, and all problems, conditions, delays, delivery failures and all other loss or damage arising from or relating to Customer's network connections or telecommunications links or caused by the internet

3. Delivery

3.1 Oxygen shall make the Service available to Customer during the period as stated in Schedule A. Customer shall be responsible for the selection and use of telecommunications, internet access, and any other systems and services required to access the Service and any charges associated therewith.

3.2 Oxygen is not responsible for any delays, delivery failures, or any other loss or damage resulting from the transfer of data over communications networks and facilities, including the internet, and Customer acknowledges that the Service may be subject to limitations, delays and other problems inherent in the use of such communications facilities.

4. Customer Support

Oxygen's Customer Support Department shall respond to Customer's reasonable telephone and email enquiries regarding problems with the Service from: 9:00 AM to 5:00 PM, GMT, Monday through Friday; excluding recognised UK bank holidays.

5. Term

5.1 The term of this Agreement shall continue in effect at the defined permitted User level (as designated in Schedule A) until terminated in accordance with this clause 5.

5.2 This Agreement is effective and binding upon Oxygen and Customer from the Effective Date and shall continue in force until the second (2nd) anniversary of the Commencement Date (the “Initial Term”). Thereafter, Customer shall have the option to renew this Agreement for one additional one (1) year period (the “Renewal Term” and together with the Initial Term, collectively, the “Term”), provided, however, that Customer shall elect to exercise the option for the Renewal Term by providing written notice to Oxygen not less ninety (90) days before the end of the Initial Term.

5.3 This Agreement may be terminated by either party immediately, if the other party shall have breached any material term of the Agreement which breach is irremediable or (if such breach is remediable) fails to remedy that breach within a period of 14 days after being notified in writing to do so.

5.4 This Agreement may be terminated by either party immediately upon written notice in the following circumstances: (i) the other party makes a general assignment on behalf of creditor(s); (ii) the other party admits in writing an inability to pay debts as they mature; (iii) a proceeding is instituted for relief against the other party under applicable insolvency or bankruptcy protection laws or similar laws, and such proceeding is not dismissed within forty-five (45) days; and/or the other party suffers an insolvency event under applicable insolvency or bankruptcy laws or similar laws, including receivership, administration or liquidation.

5.5 Termination notification can be in writing (delivered by hand, courier, or by mail, return receipt requested) or by e-mail. Clauses 6, 7, 8, 9, 10, 11, and 12 and any other provision of this Agreement that expressly or by implication is intended to come into or continue in force on or after termination or expiry of this Agreement shall survive any termination or expiration of this Agreement.

5.6 On termination of this Agreement for any reason, subject to Clause 5.7:

(a) all licences and rights granted under this Agreement shall immediately terminate and Customer shall immediately cease all use of the Service and/or the Information;

(b) Customer shall use commercially reasonable efforts to ensure all content belonging to Oxygen must be deleted or removed from Customer’s storage both online or physical and Customer shall promptly delete or destroy any Information received from Oxygen and, upon request, provide Oxygen or its information providers (being persons or entities who source, provide or create any part of the Information on behalf of Oxygen, being “Information Providers”) with certification thereof. This requirement shall not apply to copies of the Information maintained strictly for archival purposes;

(c) Oxygen may destroy or otherwise dispose of any of the Customer Data in its possession, unless Oxygen receives, no later than ten days after the effective date of the termination of the Agreement, a written request for the delivery to Customer of the then most recent back-up of the Customer Data. Oxygen shall use reasonable commercial endeavours to deliver the back-up to Customer within 30 days of its receipt of such a written request, provided that Customer has, at that time, paid all Fees and charges outstanding at and resulting from termination or expiry (whether or not due at the date of termination or expiry). Customer shall pay all reasonable expenses incurred by Oxygen in returning or disposing of Customer Data; and

(c) any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination or expiry, including the right to claim damages in respect of any breach of this Agreement which existed at or before the date of termination or expiry shall not be affected or prejudiced.

5.7 If Oxygen in its sole discretion permits Customer to continue to use the Service following expiration of the Initial or Renewal Term, the terms and conditions of this Agreement shall continue to apply in respect of such use.

6. Fees

6.1 Oxygen shall be entitled to invoice for the Fees stated in Schedule B as follows:

(a) Implementation Fee – on the Effective Date

(b) Subscription Fees - annually in advance on the Commencement Date and each anniversary of the Commencement.

Customer shall pay all Fees within thirty (30) days following the date of the relevant invoice.

6.2 In addition to its rights to terminate this Agreement in accordance with Clause 5, upon written notice to Customer for material breach including a failure to pay the Fees by the due date, Oxygen may suspend Customer's access to the Service provided that such suspension shall not modify the subscription terms, Customer's obligations under Schedule A or Oxygen's right to terminate this Agreement under Clause 5.

6.3 Customer shall be responsible for all reasonable costs and reasonable legal fees incurred to collect any overdue amount of the Fees, and interest will be charged daily (commencing on the due date and continuing until fully paid, whether before or after judgment) at an annual rate of five per cent (5%) above the Bank of England Base Rate or the maximum rate of interest allowed by law.

6.4 Should the Customer require additional services from those outlined in Schedule A, the annual Fee will be subject to change. A service upgrade can be added at any point, if occurring during the continuance of the Initial Term and/or any Renewal Term, Oxygen will invoice Customer the relevant pro-rata fee in respect of such service fee and such service fee shall be payable within thirty (30) days following the date of invoice or initial start date of the service upgrade, whichever is the earlier.

6.5 Notwithstanding any other provision of this Agreement, Oxygen reserves the right, with effect from the commencement of each Renewal Term, to increase the Subscription Fees by an amount equal to the greater of 3% or the percentage increase in the Retail Prices Index (RPI) at <https://www.ons.gov.uk/economy/inflationandpriceindices/timeseries/czbh/mm23> in the preceding 12-month period without prior notification to Customer. Customer's continued use of the Services shall constitute Customer's acceptance of the increased Subscription Fees. References to the Subscription Fees shall be deemed to refer to the increased Subscription Fees. For the purpose of this clause RPI means the Retail Prices Index (All Items, excluding mortgages) as published by the Office for National Statistics from time to time, or failing such publication, such other index as Oxygen, acting reasonably, determines most closely resembles such index.

6.7 If Oxygen terminates this Agreement or suspends Customer's account for material breach of this Agreement, Oxygen will not refund any amounts that Customer has previously paid. Further, Customer shall remain liable for any amounts owed to Oxygen pursuant to the then-current Initial or Renewal Term.

7. Limited Warranty

7.1 Oxygen warrants that it:

(a) has the right to license the use of the Service to Customer and that it has and will maintain all necessary licences, consents, and permissions necessary for the performance of its obligations under this Agreement.

(b) Subject to clause 7.2, will use reasonable care and skill in providing Customer access to the Service and use commercially reasonable endeavours to ensure that industry standard anti-virus software is operating on its systems at all relevant times.

7.2 Except as expressly provided in Clause 4, the Service and Information is licensed "as is" and without support.

7.3 4 Oxygen does not warrant that the Services and/or the Information obtained by Customer through the Services will meet Customer's requirements. Customer assumes sole responsibility for results obtained from the use of the Service or Information by Customer, and for conclusions drawn from such use. Oxygen shall have no liability for any damage caused by errors or omissions in any information, instructions or scripts provided to Oxygen by Customer in connection with the Service, or any actions taken by Oxygen at Customer's direction.

8. Limitation of Liability

8.1 Nothing in this Agreement excludes the liability of Oxygen:

- (a) for death or personal injury caused by Oxygen's negligence; or
- (b) for fraud or fraudulent misrepresentation.

8.2 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

8.3 Subject to clause 8.1, In no event shall Oxygen have any liability, in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution, or otherwise, for any:

- (a) indirect, special, incidental, consequential (including lost profits), or punitive damages; or
- (b) any loss of profits, loss of revenue, loss of savings, loss of business, depletion of goodwill and/or similar losses or loss or corruption of data or information, or pure economic loss, arising out of this Agreement or the Service provided hereunder even if Oxygen has been advised of the possibility of such damages or losses.

8.4 Subject to clause 8.1 and clause 8.5, Oxygen's total aggregate liability in contract (including in respect of the indemnity at clause 10), tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise, arising in connection with the performance or contemplated performance of this agreement shall be limited to the total Fees paid by Customer for the annual subscription term to which the claim relates.

8.5 Oxygen's total aggregate liability under clause 10 shall be limited to the lower of (i) £500,000 or 200% of the total Fees paid by Customer for the annual subscription term to which the claim or claims relate.

9. Protection of Confidential or Proprietary Software and Information

9.1 Customer acknowledges and agrees that Oxygen and/or its licensors own all intellectual property rights in the Service. Except as expressly stated herein, this Agreement does not grant Customer any rights to, under or in, any intellectual property rights (whether registered or unregistered), or any other rights or licences in respect of the Services or the Information.

9.2 Customer shall own all right, title and interest in and to all of the Customer Data that is not personal data and shall have sole responsibility for the legality, reliability, integrity, accuracy and quality of all such Customer Data.

9.3 Oxygen shall follow its archiving procedures for Customer Data, as applicable. In the event of any loss or damage to Customer Data, Customer's sole and exclusive remedy against Oxygen shall be for Oxygen to use reasonable commercial endeavours to restore the lost or damaged Customer Data from the latest back-up of such Customer Data maintained by Oxygen in accordance with the archiving procedure. Oxygen shall not be responsible for any loss, destruction, alteration or disclosure of Customer Data caused by any third party.

9.4 Customer acknowledges and agrees that the Service and/or Information is proprietary to Oxygen and/or its licensors and comprises: (a) original works of authorship, including compiled information containing Oxygen and/or its licensors selection, arrangement, coordination and expression of such information or pre-existing material it has created, gathered or assembled; (b) confidential and/or trade secret information; and/or (c) information that has been created, developed and maintained by Oxygen at great expense of time and money, such that misappropriation or unauthorised use by others for commercial gain would unfairly or irreparably harm Oxygen. Customer agrees that it:

(a) will use the Service and/or Information only as expressly permitted by this Agreement and not for any other purpose;

(b) will not disclose the Service and/or Information to any person other than where expressly permitted by this Agreement and subject to such person complying with all applicable terms of this Agreement and Customer being responsible for such persons compliance and any breaches by such person;

(c) will not commit or permit any act or omission by its agents, employees or any third party that would impair, damage or infringe Oxygen's and/or its licensors' copyright, database rights or other proprietary and intellectual property rights in the Service or Information;

(d) will not use the tradenames, trademarks, service marks or copyrighted materials of Oxygen and/or its licensors in listings or advertising in any manner without the prior written approval of Oxygen;

(e) will reproduce Oxygen's copyright notice and proprietary rights legends on all copies of such Information;

(f) will take such security measures to prevent the unauthorised duplication, distribution, or use of the Service and Information equal to that which Customer uses to protect its own proprietary information, and in no event shall such measures be less than commercially reasonable; and

(g) will honour and comply with reasonable requests submitted by Oxygen in order to protect Oxygen and/or its licensors respective rights in the Service and/or Information.

10. Indemnity by Oxygen

Oxygen will defend, hold harmless, and indemnify Customer against all liabilities, costs, and expenses (including reasonable lawyers' fees) incurred by Customer that arise out of any claim asserted by a third party (except for claims for which Oxygen is entitled to indemnification under Clause 11) that the Service infringes a patent, copyright, trade secret, or other proprietary right subject to the following conditions:

(a) Customer promptly notifies Oxygen in writing of any notice of such claim; and

(b) Oxygen, at its option, will have sole control of such defence and all negotiations for any settlement or compromise, provided that Customer shall be entitled to participate in its own defence at Customer's expense;

(c) Customer provides reasonable co-operation to Oxygen in the defence and settlement of such claim;

(d) should the Service, related software, and/or Information become, or in Oxygen's opinion be likely to become, the subject of any such claim, Customer will permit Oxygen, at Oxygen's option and expense, to procure for Customer the right to continue using the Service, software, and/or Information, to modify the Service, software, and/or Information so that it becomes non-infringing, or to refund or credit Customer the pro-rata portion of Subscription Fees paid representing the unused portion of the annual subscription and terminate this Agreement; and

(e) In no event shall Oxygen, its employees, agents and sub-contractors (including Information Providers) be liable to Customer to the extent that the alleged infringement is based on:

(i) a modification of the Services or Information by anyone other than Oxygen; or

(ii) Customer's use of the Services or Information in a manner contrary to the instructions given to Customer by Oxygen; or

(iii) Customer's use of the Services or Information after notice of the alleged or actual infringement from Oxygen or any appropriate authority.

11. Confidential Information

11.1 Each party undertakes that it shall not at any time disclose to any person any confidential information concerning the business, products, intellectual property, assets, affairs, customers, clients or suppliers of the other party or of any member of the group to which the other party belongs, except as permitted by Clause 11.2. For the purposes of this clause, group means, in relation to a party, that party, any subsidiary or holding company from time to time of that party, and any subsidiary from time to time of a holding company of that party.

11.2 Each party may disclose the other party's confidential information:

(a) to its employees, officers, representatives, contractors, sub-contractors or advisers ("**Representatives**") who need to know such information for the purposes of exercising the party's rights or carrying out its obligations under or in connection with this Agreement. Each party shall ensure that Representatives to whom it discloses the other party's confidential information comply with this Clause 11 and shall be responsible for such Representatives' compliance with the confidentiality obligations set out in this clause; and

(b) as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.

11.3 No party shall use any other party's confidential information for any purpose other than to perform its obligations under this Agreement

12. General

12.1 Neither party shall assign the Agreement without the other's written consent, such consent not to be unreasonably withheld, except that either party may assign the Agreement to any entity which directly or

indirectly controls, is controlled by, or is under common control with such assigning party, or to a successor to all or substantially all of its business, assets, and obligations, without such consent.

12.2 This Agreement, when executed, shall comprise the exclusive agreement between Customer and Oxygen, and shall supersede all preceding agreements and proposals, whether oral, written, or otherwise, and shall prevail over and apply to the exclusion of any terms and conditions Customer seeks to impose or incorporate (in Customer's purchase order, acceptance of quotation or otherwise), which notice of objection is hereby given.

12.3 The Agreement and all of its provisions may not be amended or waived unless agreed upon in a writing signed by the parties hereto.

12.4 Neither Oxygen, its licensors, nor Customer shall be responsible for delays or performance failures caused from acts beyond their reasonable control.

12.5 The Agreement, and all intellectual property issues, rights, and obligations shall be governed by the laws of England and shall be subject to the exclusive jurisdiction of the English courts.

12.6 Terms and conditions of the Agreement are severable. If any provision is deemed illegal or unenforceable, all other provisions shall remain in effect.

12.7 The Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns.

12.8 User agrees that Oxygen's licensors may directly enforce its rights under this Agreement against Customer.

12.9 Subject to Clause 12.8, a person who is not a party to this Agreement shall not have any rights under or in connection with it by virtue of the Contracts (Rights of Third Parties Act) 1999, but this does not affect any right or remedy of a third party which exists or is available, apart from that Act.

12.10 Any personal data collected by Oxygen as a result of this Agreement shall be maintained in accordance with Oxygen's Privacy Policy (at <https://www.Oxygen.co.uk/legal/privacy-policy>) and applicable law.

12.11 Customer permits Oxygen to use Customer's name and/or logo for promotional purposes including but not limited to Oxygen's website, press releases, newsletters, etc

12.12 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. Each party acknowledges that in entering into this Agreement it does not rely on, and shall have no remedies in respect of, any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this Agreement. Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in this Agreement.

12.13 Any notice required to be given under this Agreement shall be in writing and may be given by email.

12.14 Nothing in this Agreement is intended to or shall operate to create a partnership between the parties, or authorise either party to act as agent for the other, and neither party shall have the authority to act in the name or on behalf of or otherwise to bind the other in any way (including, but not limited to, the making of any representation or warranty, the assumption of any obligation or liability and the exercise of any right or power).

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

12.16 No variation of this Agreement shall be effective unless it is in writing and signed by the parties (or their authorised representatives).

13. Data Protection

13.1 For the purposes of this **Error! Bookmark not defined.**¹³, the terms **controller**, **processor**, **data subject**, **personal data**, **personal data breach** and **processing** shall have the meaning given to them in the Data Protection Laws.

13.2 Each party will comply with all applicable requirements of Data Protection Laws. This **Error! Bookmark not defined.**¹³ is in addition to, and does not relieve, remove or replace, a party's obligations or rights under Data Protection Laws.

13.3 The parties acknowledge that:

- (a) if Oxygen processes any personal data on Customer's behalf when performing its obligations under this Agreement, Customer is the controller and Oxygen is the processor for the purposes of the Data Protection Laws; and
- (b) Schedule C sets out the scope, nature and purpose of processing by Oxygen, the duration of the processing and the types of personal data and categories of data subject.

13.4 Without prejudice to the generality of clause 13.2, Customer will ensure that it has all necessary appropriate consents and notices in place and/or legitimate interests to enable lawful transfer of the personal data to Oxygen for the duration and purposes of this Agreement so that Oxygen may lawfully use, process and transfer the personal data in accordance with this Agreement on Customer's behalf.

13.5 Without prejudice to the generality of clause 13.2 Oxygen shall, in relation to Customer personal Data

- (a) process that personal data only on the documented instructions of Customer, which shall be to process Customer personal data for the purposes set out in Schedule C, unless Oxygen is required by Data Protection Laws to otherwise process that Customer personal data. Where Oxygen is relying on Data Protection Laws as the basis for processing Customer personal data, Oxygen shall notify Customer of this before performing the processing required by the Data Protection Laws unless those Data Protection Laws prohibit Oxygen from so notifying Customer on important grounds of public interest. Oxygen shall inform Customer if, in the opinion of Oxygen, the instructions of Customer infringe Data Protection Laws;
- (b) ensure that any personnel engaged and authorised by Oxygen to process Customer personal data have committed themselves to confidentiality or are under an appropriate statutory or common law obligation of confidentiality;
- (c) assist Customer insofar as this is possible (taking into account the nature of the processing and the information available to Oxygen), and at Customer's cost and written request, in responding to any request from a data subject and in ensuring Customer's compliance with its obligations under Data Protection Laws with respect to security, breach notifications, impact assessments and consultations with supervisory authorities or regulators;
- (d) notify Customer without undue delay on becoming aware of a personal data breach involving the Customer personal data;

- (e) at the written direction of Customer, delete or return Customer personal data and copies thereof to Customer on termination of this Agreement unless Oxygen is required by Data Protection Law to continue to process that Customer personal data. For the purposes of this clause, Customer personal data shall be considered deleted where it is put beyond further use by Oxygen; and
- (f) not transfer any personal data outside of the European Economic Area or the United Kingdom unless the following conditions are fulfilled:
 - (i) Customer or Oxygen has provided appropriate safeguards in relation to the transfer;
 - (ii) the data subject has enforceable rights and effective legal remedies;
 - (iii) Oxygen complies with its obligations under the Data Protection Laws by providing an adequate level of protection to any personal data that is transferred; and
 - (iv) Oxygen complies with reasonable instructions notified to it in advance by the Customer with respect to the processing of the personal data.

For these purposes, Customer shall promptly comply with any reasonable request of Oxygen, including any request to enter into standard data protection clauses adopted by the EU Commission from time to time (where the EU GDPR applies to the transfer) or adopted by the UK Information Commissioner from time to time (where the UK GDPR applies to the transfer); and

- (g) maintain records to demonstrate its compliance with this clause 13 and allow for reasonable audits by Customer or Customer's designated auditor, for this purpose, on reasonable written notice.

13.6 Each party shall ensure that it has in place appropriate technical and organisational measures, reviewed and approved by the other party, to protect against unauthorised or unlawful processing of personal data and against accidental loss or destruction of, or damage to, personal data, appropriate to the harm that might result from the unauthorised or unlawful processing or accidental loss, destruction or damage and the nature of the data to be protected, having regard to the state of technological development and the cost of implementing any measures (those measures may include, where appropriate, pseudonymising and encrypting personal data, ensuring confidentiality, integrity, availability and resilience of its systems and services, ensuring that availability of and access to personal data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of the technical and organisational measures adopted by it).

13.7 Customer hereby provides its prior, general authorisation for Oxygen to appoint processors to process the Customer personal Data (including those listed in Schedule D), provided that Oxygen:

- (a) shall ensure that the terms on which it appoints such processors comply with Data Protection Laws, and are consistent with the obligations imposed on Oxygen in this clause 13;
- (b) shall remain responsible for the acts and omission of any such processor as if they were the acts and omissions of Oxygen; and
- (c) shall use commercially reasonable endeavours to inform Customer of any intended changes concerning the addition or replacement of the processors, thereby giving Customer, acting reasonably, the opportunity to object to such changes and Oxygen shall take into account any reasonable objections of Customer to such changes provided that if Customer objects to the changes and cannot

demonstrate, to Oxygen's reasonable satisfaction, that the objection is due to an actual or likely breach of Data Protection Laws, Customer shall indemnify Oxygen for any losses, damages, costs (including legal fees) and expenses suffered by Oxygen in accommodating the objection.

13.8 either party may, at any time on not less than 30 days' notice, revise clause 13 by replacing it (in whole or part) with any applicable standard clauses approved by the EU Commission or the UK Information Commissioner's Office (as the case may be) or forming part of an applicable certification scheme or code of conduct (**Amended Terms**). Such Amended Terms shall apply when replaced by attachment to this agreement, but only in respect of such matters which are within the scope of the Amended Terms.

14. Corporate Governance

14.1 Each party shall during the term of this Agreement comply with:

- (a) all applicable laws, statutes and regulations relating to anti-bribery and anti-corruption including but not limited to the Bribery Act 2010;
- (b) all applicable anti-slavery and human trafficking laws, statutes and regulations from time to time in force including but not limited to the Modern Slavery Act 2015;
- (c) comply with all Human Rights laws, statutes and regulations from time to time in force;
- (d) comply with all applicable data and privacy laws;

14.2 Each party shall not during the term of this Agreement engage in any activity, practice or conduct which would constitute either:

- (a) UK tax evasion facilitation offence under section 45(5) of the Criminal Finances Act 2017; or
- (b) a foreign tax evasion facilitation offence under section 46(6) of the Criminal Finances Act 2017.

14.3 Each party shall not during the term of this Agreement discriminate directly or indirectly or by way of victimisation or harassment against any person contrary to the Equality Act 2010 or any other applicable equality or non-discrimination laws or regulations.

14.4 During the terms of this agreement and for a period of one year afterwards, Oxygen shall maintain in force insurance policies with reputable insurance companies, against all material risks that would normally be insured against by a prudent businessperson in connection with the risks associated with this Agreement, and produce to Customer on reasonable request particulars of that insurance.

	Customer	Oxygen Finance Ltd
Signature		
Contact name		
Title		
Address		
Date of Signature		

Schedule A – Service Subscription Delivery

This Agreement, which includes the terms and conditions and any schedules attached (the “Oxygen Limited Online Service Subscription Agreement”) is between Oxygen, whose registered office is at 1st floor, Enterprise House, 115 Edmund Street, Birmingham, B3 2HJ and the Customer, the details of which are set out below.

Details of the parties

Party	Customer	Oxygen
Legal name		
Principal contact		
Contact address		
Telephone		
Email		

Subscription Details

	Customer
Service description	Pipeline Manager
Subscription type	Implementation Fee & Annual Subscription Fee
Number of licenses	
Contract value	
Initial Term	
Effective Date (being the contract start date)	

Additional services and coverage can be added at any point in the Initial Term and/or Renewal Term. If occurring outside of Renewal event, Oxygen will provide the relevant pro-rata fee due to the Customer.

Schedule B – Fees

Implementation Fee

Implementation Fee	£2,000 (ex. VAT)
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Subscription Fees

Initial Term (inclusive)	Annual Fee (ex.VAT)
2 years	£8,500

Schedule C – Particulars of Processing

Description	Details
Subject Matter of the processing	Oxygen will collect and store data regarding Customer employees/contractors to manage the Service.
Duration of the processing	Data will be stored for the duration of the Agreement and will only be removed either on termination or on the request of the Customer .
Nature and purposes of the processing	Oxygen will perform the following processing on data: (a) aggregate and normalise to support a range of activities; (b) use data to contact employees/contractors of Customer; and (c) securely store provided data in a number of internal systems. Data is processed to fully manage and operate the Services provided under the Agreement in full; see above and subject matter of processing.
Type of Personal Data	(b) Customer employee/contractors' names, email address, telephone numbers; and (c) such other categories and types of personal data as may be agreed between Customer and the Oxygen.
Special Categories of Personal Data to be processed	Oxygen does not collect, exchange, store or handle any sensitive personal data or special category data from Customer.
Categories of Data Subject	(a) Customer employees/contractors; and (b) such other data subjects as may be agreed between Customer and Oxygen .
Plan for return and destruction of the data once the process is complete UNLESS requirement under applicable law to preserve that type of data.	Data will be stored for the duration of the Agreement and will only be removed either on termination or on the request of the Customer, on such media as may be agreed between the parties.

Schedule D – Sub-Processors

- Worldline
- Amazon Web Services
- Microsoft
- Advanced
- Citrix Systems Inc
- Oracle Inc
- Atlassian
- Kefron