

## LEXONIS SERVICES- SUBSCRIPTION TERMS AND CONDITIONS

### 1. DEFINITIONS AND INTERPRETATION

In addition to the expressions defined on the Order Form, in this Agreement the following expressions have the meanings set out below:

**Additional Services:** any and all of the Set Up Services, Customisation Services and Professional Services.

**Administrator:** an Authorised User nominated by Client to edit Client Data within the Service and to contact Lexonis in relation to the Support Services;

**Agreement:** together each Order Form, these Terms and Conditions and the Schedule;

**Applicable Data Protection Law:** means (i) the EU General Data Protection Regulation 2016/679, and any equivalent or replacement law in any Member State of the EU; (ii) Directive 2002/58/EC concerning the processing of personal data and the protection of privacy in the electronic communications sector; (iii) the Swiss Federal Data Protection Act of 19 June 1992, as amended by the new Swiss Data Protection Act, as of September 1<sup>st</sup>, 2023; (iv) the UK Data Protection Act 2018, the UK GDPR, the Privacy and Electronic Communications Regulations 2003 (SI 2003/2426), and any other law on the protection of natural persons or as otherwise applicable with regard to the processing of personal data (in so far as it applies to Lexonis);

**Associated Company:** an entity that is directly or indirectly controlled by, or is under common control with Client. For purposes of the foregoing, "control" means the ownership of (i) greater than fifty per cent (50%) of the voting power to elect directors of the entity, or (ii) greater than fifty per cent (50%) of the ownership interest in the entity.

**AUP:** the acceptable use policy made available online at <http://www.lexonis.com/aup> as may be amended and notified to Client;

**Authorised User:** a) an Employee of the Client authorised by the Client to use the Service (including Administrators) as set out in an Order Form or b) an Employee of Client who has a user profile within the Service, albeit that their profile is created and/or managed by a different Employee;

**Business Day:** any day which is not a Saturday, Sunday or bank or public holiday in England;

**Business Hours:** 9.00 am to 5.30 pm (London time) on a Business Day;

**Client Data:** the data which the Client or any Authorised User inputs into the Service, or which Lexonis inputs into the Service for the Client at Client's request;

**Confidential Information:** information or data of a confidential nature, including any and all information which relates to a party's clients, suppliers, technology and business activities. Lexonis's Confidential Information includes: any and all information relating to the Service, the format of the Reports, the technology, the systems, tools and methodologies which Lexonis or its suppliers use. The Client's Confidential Information includes the Client Data;

**Defect:** a failure of the Service to comply in a material respect with the Service Description;

**Emergency Maintenance:** the repair, maintenance, upgrade, update, support, testing or implementation to or of any system which is not Scheduled Maintenance;

**Employee:** an individual who is employed by the Client (or one of Client's Associated Companies) or who is engaged by the Client as contract staff (including prospective Employees and staff).

**Fees:** any and all of the Subscription Fees, Set Up Fees, Customisation Fees and Professional Service Fees.

**Force Majeure Event:** circumstances beyond a party's reasonable control including but not limited to: any strike, lock-out or other industrial dispute; the failure or interruption of a utility service or transport or telecommunications network (including the internet); any act of God, war, riot, civil commotion, malicious damage; compliance with any law or governmental order, rule, regulation or direction; any accident, breakdown of plant or machinery; any fire, flood, storm or other adverse weather condition; and the delay or failure to perform of any supplier;

**Harmful Element:** any element which might disrupt, or disable the operation of any information system, or which might damage, or render inaccessible any data or file on it, or that may allow any unauthorised person to gain access to, any information system or any data or file on it;

**Intellectual Property Rights or IPR:** any patent, copyright, trade mark, trade name, service mark, registered design, design right (registered or unregistered), know-how, right of confidence, trade secret, right to extract or exploit data, database rights, any similar rights protected in any jurisdiction, whether now existing or in the future, any application for any of the above, and any accrued rights of action in respect of any of the above;

**Order Form:** an order form signed by Client and Lexonis referencing these Terms and Conditions.

**Persistent Breach:** failure to meet the availability service level set out in section 3.1 in any period of 3 consecutive months.

**Personal Data:** means any information that may identify an individual.

**Renewal Period:** a period of 12 months beginning on the expiry of the Initial Subscription Period or the immediately preceding Renewal Period;

**Reports:** the reports provided as part of the Service;

**Scheduled Maintenance:** any repair, maintenance or update to the Service which is anticipated to disrupt use of the Service;

**Service Description:** the description of the Service as may be amended or customised for Client by Lexonis as set out in the Order Form;

**Support Services:** the support services set out in paragraph 1 of Schedule A;

**Term:** the duration of this Agreement, including the Initial Subscription Period and any Renewal Period; and

**Termination Date:** the date on which this Agreement comes to an end, however that happens.

## **2. USE OF THE SERVICE**

- 2.1 Subject to this Agreement, Lexonis grants the Client a non-exclusive, non-transferable right to use the Service until the Termination Date, for the sole purpose of the Client's internal business purposes in accordance with Maximum Number of Authorised Users as set out on the Order Form. If at any time during the Term Client exceeds the Maximum Number of Authorised Users as set out on the Order Form, then Lexonis shall invoice Client at Lexonis's then standard rates, for a subscription to the Service based on that increased usage and Client shall pay in accordance with this Agreement.
- 2.2 The Client will comply with, and will ensure that each Authorised User complies with, the AUP. Lexonis reserves the right, without liability to the Client, to disable the Client's and each Authorised User's access to the Service if the Client or any Authorised User breaches the AUP.
- 2.3 The Client will not, and shall ensure its Authorised Users will not:
  - 2.3.1 copy, modify, duplicate, create derivative works from, download, display, transmit, or distribute the Service, in any form or by any means;

- 2.3.2 use the Service to create, promote or supply a product or service which competes with the Service;
- 2.3.3 license, sell, rent, lease, transfer, assign, distribute, display, disclose, exploit, make the Service available to any third party, except to Authorised Users.
- 2.4 Client shall notify Lexonis as soon as the Client becomes aware of, or suspects, any unauthorised access to or use of, or breach of security in relation to, the Service.
- 2.5 The Client agrees that it is liable for the acts and omissions of each Authorised User and each Employee, as though those acts and omissions were those of the Client.
- 2.6 Lexonis will have no liability and no obligation in relation to the content or use of any third party website, products or services that may be accessed via the Service and governed by applicable third party terms.

## **3 LEXONIS OBLIGATIONS**

- 3.1 Lexonis shall ensure the Service is operational 99.5% of the time in each calendar month, except during Scheduled Maintenance and Emergency Maintenance.
- 3.2 Lexonis will use reasonable endeavours to carry out Scheduled Maintenance outside Client's working hours, and shall provide one week's notice of Scheduled Maintenance. Lexonis shall use reasonable endeavours to provide notice of any Emergency Maintenance. Notice of Scheduled Maintenance, or Emergency Maintenance may be given by Lexonis to the Client's general contact as set out on an Order Form by phone or e-mail and will be deemed given at the time the phone call is made or the email is sent.
- 3.3 Lexonis shall provide the Client with the Support Services via the Administrators. Lexonis will provide up to four hours of web conference sessions to Administrators within the first 12 months of the Term at a time to be mutually agreed by the parties, on the administrative features of the Service to assist Client's technical support team who will be providing initial support as set out in paragraph 2 of Schedule A.
- 3.4 Lexonis will carry out the Additional Services in compliance with this Agreement and shall use reasonable endeavours to complete the Additional Services in accordance with any project plan set out in the Order Form but any dates in a project plan shall be estimates only and time for performance of the Additional Services shall not be of the essence, it being acknowledged that Lexonis shall require Client's cooperation and information in order to provide such Additional Services.

#### **4 CLIENT DATA AND DATA PROTECTION**

4.1 The Client is responsible for setting the controls so that particular Client Data is accessible only by, and may be changed only by, those people whom the Client intends to have access to or to be able to change it. Client shall ensure that no data which constitutes "Sensitive Personal Data" as defined under Applicable Data Protection Law, is submitted into the Service.

4.2 If any of the Client Data is degraded, lost, destroyed or corrupted as a result of Lexonis's breach of this Agreement or its negligence, Lexonis will use reasonable endeavours to restore the degraded, lost or corrupted Client Data from the latest back-up of that Client Data held by Lexonis. If Lexonis does so successfully, that will be in full and final settlement of all claims which the Client may have against Lexonis in connection with the degradation, loss, destruction and corruption of the Client Data.

4.3 Client appoints Lexonis as a processor to process personal data provided by Client (of the types and category set out in the Service Description) on behalf of, and in accordance with, Client's instructions as set out in this Agreement, as necessary to provide the Service and Additional Services, or as otherwise agreed in writing. The Client will ensure that it has all necessary appropriate consents and notices in place to enable lawful transfer of the Client Data to Lexonis for the duration and purposes of this Agreement. Lexonis agrees not to access or use personal data provided by Client, except as necessary to maintain or provide the Service and Additional Services, or as necessary to comply with the law.

4.4 Lexonis shall:

4.4.1 ensure that it has in place appropriate technical and organisational measures, reviewed and approved by the Client, to protect against unauthorised or unlawful processing of personal data and against accidental loss or destruction of, or damage to, personal data, appropriate to the harm that might result from the unauthorised or unlawful processing or accidental loss, destruction or damage and the nature of the data to be protected, having regard to the state of technological development and the cost of implementing any measures;

4.4.2 assist the Client, at the Client's cost, in responding to any request from a data subject and in ensuring compliance with its obligations under Applicable Data Protection Law with respect to security, breach notifications, impact assessments and consultations with supervisory authorities or regulators;

4.4.3 ensure that any person it authorises to process the Client Data shall protect the Client Data in accordance with Lexonis's confidentiality obligations under this Agreement;

4.4.4 following the Termination Date, destroy or otherwise dispose of any or all of the Client Data in its possession (except where Lexonis is required by law to keep a copy) unless Lexonis receives, within three Business Days of notice of termination, a written request for the provision to the Client of a copy of the then most recent back-up of the Client Data held by Lexonis. If Lexonis receives such notice, it will use reasonable endeavours to provide that copy to the Client within 10 Business Days after the Termination Date in a format supported by the Service (access to such format by Client shall remain live for a maximum of 4 weeks after which Lexonis shall delete such Client Data without further notice to Client);

4.4.5 if Lexonis becomes aware of any accidental, unauthorised or unlawful destruction, loss, alteration, or disclosure of, or access to personal data provided by Client (a "Security Incident"), notify Client promptly and provide Client promptly with a detailed description of the Security Incident and the identity of each affected data subject, with periodic updates, and any other information Client may reasonably request in relation to such Security Incident;

4.4.6 be permitted to engage third party sub-processors to process Client Data provided that: (i) Lexonis imposes data protection terms on any sub-processor it appoints that require it to protect the Client Data to the standard required by Applicable Data Protection Law and this Agreement; (ii) Lexonis remains liable for any breach of this Agreement that is caused by an act, error or omission of its sub-processor and (iii) Lexonis complies with its notification obligations to Client under Applicable Data Protection Law in relation to new sub-processors, giving Client a chance to object to such new subprocessors (Lexonis may require that Client opts into such notifications via its website);

4.4.7 not transfer personal data outside the UK unless it has complied with its obligations under Applicable Data Protection Law in ensuring adequate safeguards in relation to such transfer;

- 4.4.8 maintain complete and accurate records and information to demonstrate its compliance with this section 4 and allow for audits by the Client (or the Client's designated auditor) solely for the purpose of checking compliance with this Agreement, provided that it is given reasonable notice of such audit, such audit is conducted in a manner so as not to interfere with Lexonis' day to day business operations, and such audit is at Client's cost; and
- 4.4.9 inform Client if Client's instructions are in breach of Applicable Data Protection Law.

## **5 WARRANTIES**

- 5.1 Lexonis warrants that the Service will be provided with reasonable skill and care and shall materially conform to the Service Description. Lexonis warrants that the Additional Services shall be provided with reasonable care and skill and in accordance with good industry practice.
- 5.2 Subject to sections 5.3 and 5.4, and notification of such by Client, if Lexonis does not comply with the warranty in section 5.1, Lexonis will use reasonable endeavours to re-perform the Service or Additional Service (as applicable), or will provide the Client with an alternative means of carrying out the task which it was carrying out using the Service or Additional Service (as applicable). That successful re-performance or the provision of the alternative means is the Client's sole and exclusive remedy for any breach of the warranty in section 5.1.
- 5.3 Lexonis will not be liable under any warranty or any other provision of this Agreement to the extent that any loss or damage is caused by:
  - 5.3.1 the Client or any Authorised User not having complied with this Agreement; or
  - 5.3.2 the Client's failure to implement, or delay in implementing, any firewall, anti-virus software, security patch, upgrade, update, new release, revision, version, workaround or modification which would have remedied or mitigated the effects of any Harmful Element, Defect, error or deficiency.
- 5.4 The Client acknowledges that the benefits of using the Service and Additional Services are dependent on the Client and Authorised Users exercising proper skill, care and judgement in inputting the Client Data and in interpreting the information and data received through the Service. Lexonis does not warrant that any such data will be complete, accurate or up to date, and Lexonis will not be liable for the consequences of any decision taken by the Client, any Authorised User or any other person on the basis of that information or data.
- 5.5 The express undertakings and warranties given by Lexonis in this Agreement are in lieu of all other warranties, conditions, terms, undertakings

and obligations on the part of Lexonis, whether express or implied by statute, common law, custom, trade usage, course of dealing or in any other way. All of those are excluded to the fullest extent permitted by law.

## **6 THE CLIENT'S OBLIGATIONS**

- 6.1 During the Term the Client will ensure that the Client's system complies with the relevant specifications set out in the Service Description and that, where necessary for Lexonis to provide the Service, Additional Services (if applicable) or the Support Services, Lexonis will have remote access to the Client's system in accordance with Client's reasonable security protocols.
- 6.2 The Client will, and shall ensure its Administrators will, co-operate fully with Lexonis in the diagnosis of any problems encountered in using the Service or Additional Services (if applicable), and provide Lexonis with all information reasonably required by Lexonis.
- 6.3 The Client will not, and shall ensure its Employees will not, introduce any Harmful Element into the Service. The Client will use up-to-date and adequate anti-virus software will implement all workarounds and modifications in order to remedy the effects of any Harmful Element as soon as reasonably possible.
- 6.4 The Client will:
  - 6.4.1 appoint at least one individual as the Client's contact who will be responsible for all liaison with Lexonis in relation to the Service and Additional Services (if applicable); and
  - 6.4.2 nominate members of its help and support team who have received the training referred to in section 3.3 (and accordingly notify Lexonis thereof) and who are authorised to place calls to Lexonis's help desk, notify Lexonis immediately of any changes in the details of those individuals and ensure that no one except those individuals contacts Lexonis's help desk.
- 6.5 The Client will carry out its obligations under this Agreement in a timely manner. In the event of any delay on the part of the Client, Lexonis may adjust any agreed timetable or delivery schedule as reasonably necessary.

## **7 FEES AND PAYMENT**

- 7.1 The Client will pay Lexonis the Fees and any other fees in accordance with the payment terms set out on the Order Form. The Client will settle each Lexonis invoice within 30 days of its date.
- 7.2 After the Initial Subscription Term, Lexonis may increase the Subscription Fees with effect from each anniversary of the Agreement Date by giving the Client not less than 160 days' notice.

7.3 If any invoiced amount is not received by Lexonis by the due date, Lexonis reserves the right to (i) charge interest on the overdue amount up to 4 per cent per annum; and (ii) disable the Client's and applicable Authorised Users' passwords and access to all or any part of the Service and Lexonis will be under no obligation to provide the Service, Additional Services or the Support Services while any amount which is due remains unpaid.

7.4 All fees, charges and expenses payable under this Agreement are exclusive of VAT, and any sales tax payable in connection with the supply of the Service, Additional Services and the Support Services. Where such tax is chargeable, the Client will pay it in addition.

7.5 Where approved by Client in advance, the Client will reimburse Lexonis for all reasonable travel, subsistence and other expenses incurred by Lexonis's staff and contractors in providing any service to the Client.

## **8 INTELLECTUAL PROPERTY RIGHTS**

8.1 Client retains all and any IPR in the Client Data, Client's trade marks or the content of the Reports and (as between Lexonis and the Client).

8.2 The Client acknowledges and agrees that, subject to section 8.1, Lexonis or its licensors own all IPR in or relating to the Service (including, for the avoidance of doubt, the format of the Reports and any feedback on the Service from Client) and Additional Services. Subject to the payment of Fees, Lexonis hereby grants Client a right to use the Additional Services solely for the purposes of receiving and using the Service and Additional Services for internal business purposes in the manner set out in this Agreement.

8.3 The Client grants to Lexonis (with the right to sub-license to Lexonis's service providers) the right to use, the Client Data and the content of the Reports for the sole purpose of providing the Service, Additional Services and Support Services under this Agreement.

## **9 CONFIDENTIALITY**

9.1 Lexonis and the Client each agrees:

9.1.1 except (i) as required by law or any regulatory authority; and or (ii) in relation to information which is in the public domain without breach of this section, to keep the other's Confidential Information confidential and not to disclose that information to any other person, or use it for any purpose except the exercise of its rights, or the performance of its obligations, under this Agreement;

9.1.2 to disclose the other's Confidential Information only to those of its employees, suppliers and contractors who need to know the same to allow it to exercise its rights or

perform its obligations under this Agreement; and

9.1.3 subject to sections 4.4.4, 12.4 and 12.5 and to the extent technically possible: i) within 3 Business Days after the Termination Date, destroy all copies of the other's Confidential Information which is held in hard copy and erase all copies of the other's Confidential Information which is held on any production system; and ii) to erase all back-up copies of the other's Confidential Information on the next following date of the relevant back-up cycle.

9.2 Each party will immediately notify the other if it becomes aware of any breach of confidence in relation to the other's Confidential Information, and it will give the other any assistance reasonably required in connection with any action or proceedings which the other may institute against any third party for breach of confidence.

## **10 INDEMNIFICATION**

10.1 Lexonis shall defend Client or, at Lexonis's option, settle any claim or action brought against Client by a third party alleging that Client's use of the Services and/or Additional Services (if applicable) in compliance with this Agreement infringes or misappropriates such third party's IPR, and will indemnify Client for any damages finally awarded against Client by a court of competent jurisdiction, or for amounts paid by Client under a court-approved settlement or a settlement of such a claim.

10.2 The indemnification obligations under section 10.1 above are subject to Client (i) providing Lexonis with prompt written notice such claim; (ii) granting Lexonis sole control of the defense and settlement of such claim, (iii) not entering into any settlement or compromise of any such claim without Lexonis's prior written consent; and (iv) providing Lexonis with all reasonable information and assistance for such claim at Lexonis' expense.

10.3 If Lexonis determines that the Services and/or Additional Services (if applicable) are likely to, or if one or more of the Services are determined, in a final, non-appealable judgment by a court of competent jurisdiction to, infringe a third party's IPR, Lexonis will have the option, at Lexonis's sole discretion and expense, either to: (a) replace such Service and/or Additional Services (if applicable); (b) modify such Service and/or Additional Services (if applicable) to make it non-infringing; (c) procure the right for Client to continue using such Service and/or Additional Services (if applicable), or (d) terminate the Agreement and refund all fees paid to Lexonis by Client for the Service and/or Additional Services (if applicable) provided under such Agreement less the portion of the Fees attributable to the period over which Client actually used the Service

and/or Additional Services (if applicable) under the Agreement.

- 10.4 Notwithstanding the foregoing, Lexonis will have no indemnity or remedy obligation for claims of infringement resulting or alleged to result from: (i) any modification of the Service and/or Additional Services (if applicable) by a party other than Lexonis (ii) Client's failure, within a reasonable time frame, to implement any replacement or modification of Service and/or Additional Services (if applicable) provided by Lexonis; or (iii) to the extent caused by any combination, operation, or use of the Service and/or Additional Services (if applicable) with any programs or equipment not supplied or approved by Lexonis.

## **11 LIMITATION AND EXCLUSIONS OF LIABILITY**

- 11.1 Nothing in this Agreement limits or excludes either party's liability for death or personal injury caused by negligence, or for fraud or fraudulent misrepresentation.
- 11.2 Subject to section 11.1, the total liability of Lexonis in connection with the Service, Additional Services and/or Support Services and the Support Services, the performance or non-performance of this Agreement and in connection with the subject matter of this Agreement, whether in contract, or tort (including negligence and for breach of statutory duty), misrepresentation, restitution or arising in any other way, will not exceed, in aggregate, the total Fees paid by the Client to Lexonis in respect of the applicable service to which such breach relates, during the 12 months immediately preceding the date on which the claim arose, save that Lexonis' total liability under the indemnity at section 10.1 shall not exceed two times the total Subscription Fees paid by the Client to Lexonis during the 12 months immediately preceding the date on which the claim arose.
- 11.3 Except in relation to section 11.1, Lexonis shall not be liable to the Client for any loss of profits, loss of savings, loss of use, loss of business, loss of opportunity, loss or damage to reputation or goodwill, loss or spoiling of data, loss of contracts (in each case whether direct or indirect) or for any indirect loss or damage, whether in contract, or tort (including negligence and for breach of statutory duty), misrepresentation, restitution or arising in any other way, even if Client has been advised of, or knows of, the likelihood of that loss or type of loss arising.

## **12 DURATION AND TERMINATION**

- 12.1 Subject to earlier termination in accordance with section 12.2, this Agreement will continue for the Initial Subscription Period and then for successive Renewal Periods until the expiry of not less than 3 months' written notice given by either Lexonis or the Client to the other, that notice to

expire at the end of the Initial Subscription Period or at the end of any Renewal Period.

- 12.2 This Agreement may be terminated:-

- 12.2.1 by either party immediately upon notice to the other party if the other party (i) becomes the subject of a petition in bankruptcy or any other proceeding relating to insolvency, receivership, liquidation or creditor assignment or analogous event in any applicable jurisdiction, or (ii) breaches any of its obligations under this Agreement in any material respect, which breach is not remedied within thirty (30) days following written notice to the breaching party; or
- 12.2.2 by Client immediately on written notice to Lexonis in the event of a Persistent Breach.
- 12.3 Upon Termination of this Agreement Client will cease using the Service and Additional Services (if applicable) immediately. Following termination by Client in accordance with section 12.2.1(ii) or 12.2.2, Lexonis shall refund to the Client any fees paid by the Client in advance in respect of the period following the Termination Date. If this Agreement is terminated by Lexonis in accordance with section 12.2.1, Client will promptly pay any unpaid amounts including those covering the remainder of all the Term. In no event will termination relieve Client of its obligation to pay any fees payable to Lexonis for the period prior to the effective date of termination. The Subscription Fees and other fees and charges payable under this Agreement are not refundable, save in accordance with this section.
- 12.4 Lexonis may, despite the termination of this Agreement, retain copies of any of the Client Data for the purpose of complying with any legal, insurance or regulatory requirement.
- 12.5 Section 2.3, 2.5, 4.2, 5 (except 5.1), 7.3, 7.4, 7.5, 8, 9, 11, 12.3, 12.4 and 13 will survive the termination of this Agreement and will continue indefinitely.

## **13 GENERAL**

- 13.1 The Client shall not, without the prior written consent of Lexonis, at any time from the date of this Agreement to the expiry of twelve months after the completion of the Order Form, solicit or entice away from Lexonis or employ or attempt to employ any person who is, or has been, engaged as an employee, consultant or subcontractor of Lexonis in the provision of the Service and/or Additional Services.
- 13.2 This Agreement supersedes all earlier agreements and understandings between the parties in respect of its subject matter and constitutes the complete agreement between the parties relating to that subject matter. In the event of conflict between the terms of an Order

Form and these Terms and Conditions, the Order Form shall prevail.

- 13.3 No modification of any provision of this Agreement will be binding on either party unless agreed in writing and signed by both parties.
- 13.4 All notices given under this Agreement (except for notices given pursuant to Schedule A) must be in writing and be delivered by hand (including by courier), or sent by first class, pre-paid letter post or by email to the postal or email address for legal notice set out on the Order Form or to such other postal or email address as may from time to time be notified in accordance with this section, and will be deemed to have been given: if given by hand, when delivered; if sent by first class, pre-paid letter post, two Business Days after posting; and if sent by email, three Business Hours after being sent to the correct email address (provided the sender has not received notice of failure of delivery).
- 13.5 A party shall not be liable for any delay in performing or failure to perform its obligations caused by any Force Majeure Event. In those circumstances the affected party will be granted a reasonable extension of time for the performance of its obligations.
- 13.6 Client and Lexonis are independent contractors and this Agreement does not create an agency, partnership, employment or joint venture relationship between Client and Lexonis.
- 13.7 Neither party may assign this Agreement, in whole or in part, without the prior written consent of the other, not to be unreasonably withheld. Any attempt to assign this Agreement without such consent will be null and void. Lexonis may at any time involve any of its associated companies as subcontractors under this Agreement or assign its rights under this Agreement to any undertaking which acquires Lexonis's business or the part of that business which involves the provision of the Service and/or Additional Services (if applicable).
- 13.8 Each provision of this Agreement is to be construed separately and, even though the whole

or any part of any provision may prove to be illegal or unenforceable, the other provisions of this Agreement, and the remainder of the provision in question, will continue in full force and effect.

- 13.9 No failure or delay by either party in enforcing its rights will prejudice or restrict those rights. No waiver of any right will operate as a waiver of any other right or breach.
- 13.10 Except for any dispute in connection with the processing of EU, UK, or Swiss Client Data, which should be governed under the laws of Ireland, the UK, or Switzerland, respectively, this Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) are governed by the laws of England and Wales and, except for any dispute in connection with the processing of EU, UK, or Swiss Client Data, which should be governed under the laws of Ireland, the UK, or Switzerland, respectively, the parties agree to the exclusive jurisdiction of the courts of England (except that Lexonis may bring proceedings in relation to the misuse or protection of its IPR or Confidential Information in any jurisdiction).
- 13.11 No third party (except, where applicable, the permitted assign of a party to this Agreement) is entitled to the benefit of this Agreement and the Contracts (Rights of Third Parties) Act 1999 shall not apply.
- 13.12 This Agreement may be executed in any number of counterparts, each of which when signed and delivered will constitute a duplicate original, but all the counterparts will together constitute the one Agreement. No counterpart will be effective until at least one counterpart has been signed on behalf of each of the parties. The transmission of a signed counterpart of this Agreement (but not just a signature page) by email will take effect as the delivery of a signed original counterpart of this Agreement. If that method of delivery is used, each party will provide the other party with the original of the signed counterpart as soon as possible.

## SCHEDULE A

### THE SUPPORT SERVICES

1. Lexonis's response to requests for support depends on the severity of the Defect. The levels of severity are defined in the table below. Lexonis will respond to reports of Defects made by the Client's Administrators by sending an automated message via the web-page acknowledging receipt of the report, in accordance with that table and will try to resolve Defects reported by the Client's Administrators (depending on their severity) in accordance with that table.

| Severity of the Defect | Definition                                                                                                                                                                                                                                                                                                                                                  | Response Time (starting from the time at which Lexonis logs the Client's request for support) | Target Resolution Time (starting from the time at which Lexonis logs the Client's request for support) |
|------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------|
| 1                      | A Defect which causes a major failure of the Service, affecting all users of the Service, e.g.: <ul style="list-style-type: none"> <li>• loss of data network services</li> <li>• loss of web servers</li> <li>• loss of database servers</li> <li>• loss of Lexonis' server LAN environment</li> <li>• loss of Lexonis' gateway to the internet</li> </ul> | 1 Business Hour                                                                               | 1 Business Day                                                                                         |
| 2                      | A Defect which has a severe impact on the provision of the Service to the Client, e.g. the loss of a critical part of the Service                                                                                                                                                                                                                           | 4 Business Hours                                                                              | 2 Business Days                                                                                        |
| 3                      | A Defect which has a moderate impact on the Client's business; it prevents the processing of the Client's data or causes substantial inconvenience to or impose an additional workload on Administrators                                                                                                                                                    | 4 Business Hours                                                                              | 3 Business Days                                                                                        |
| 4                      | A Defect which has a minor impact on the Client's business, e.g. a cosmetic Defect or an Enhancement Request                                                                                                                                                                                                                                                | 1 Business Day                                                                                | 3 Business Days                                                                                        |

2. The Client, not Lexonis, will be responsible for providing first and second level support for the Service to Authorised Users prior to contacting Lexonis, that is the Client will:-

- (i) log reports of problems and issues encountered by Authorised Users, provide an initial response (including the provision of general product information) to Authorised Users, perform basic problem diagnosis and resolution, provide basic support for the Service, provide regular problem status reports to Authorised Users and, where possible, resolve reported problems and issues; and
- (ii) troubleshoot problems and issues, identify Defects, provide simulations to reproduce and assist in troubleshooting problems, issues and Defects, provide advanced support for the Service, and escalate Defects which the Client cannot resolve, to Lexonis to provide Support Services to Administrators as set out in the above table.