

Software Support Agreement

Between

Knowledge Integration Ltd

And

XXX

THIS AGREEMENT is made the XXX

BETWEEN:-

Knowledge Integration Ltd, a company incorporated in England whose registered office is at 35 Paradise Street, Sheffield S3 8PZ and **Science Museum Group**, (SCMG Enterprises Limited, 02196149) and having its registered office is at Exhibition Road, London SW7 2DD.

THE PARTIES AGREE AS FOLLOWS:

BACKGROUND

The Company has agreed to provide technical support of the Computer Software programs referred to in Schedule 1 upon the terms and conditions of this Agreement.

OPERATIVE PROVISIONS

1. Definitions

1.1 In this Agreement:

'Commencement Date'
means the date from which support will begin.

'Renewal Date'
means the date on which support will terminate, unless renewed according to clause 1.1

'Additional Charges'
means the Company's rates from time to time for any additional work (which is not specified in the Contract Summary but provided to the Customer prior to enforcement of the charges) requested or caused by the Customer, undertaken on a reasonable time and materials basis.

'Agreement'
means this Agreement between the Company and the Customer, including the Contract Summary, all specifications, plans, drawings and other documents specifically referred to in this Agreement.

'Contract Sum'
means the total net sum set out in the Contract Summary, net of (without limitation) all Value Added Tax, import and all other duties and charges which shall be additional thereto.

'Contract Summary'
means the order form relevant to this Agreement and attached to it, signed by the Company and the Customer.

'Customer'
means the person, firm or company, whose details are set out above.

'Company'

means Knowledge Integration Limited (a company incorporated in England whose registered office is at 35 Paradise Street Sheffield, S3 8PZ)

'Licensed Programs'

means the software programs identified in the Payment Schedule, including any New Release of the same made or issued pursuant to clause 6 below and shall include, where relevant, Third Party Software.

'Licensed Program Materials'

means the Licensed Programs and the Program Documentation.

'Location'

means the delivery and operating address as set out on the Contract Summary.

'New Release'

means any improved, modified or corrected version of any of the Licensed Programs or Program Documentation from time to time issued by the Company pursuant to clause 2 below.

'Program Documentation'

means the instruction manuals, user guides and other information (identified by title and reference number in the Contract Summary), to be made available by the Company at its discretion in either printed or machine-readable form to the Customer relevant to the Licensed Programs.

'RPIX'

Means the Retail Prices Index excluding mortgage interest payments published by the Office for National Statistics.

'Site'

means that part of the Location to where the Licensed Program Materials are to be delivered.

'Subcontractor Agreement'

means the software provided pursuant to the Subcontractor Agreement dated [] 2025 between the parties to which this Agreement supports.

'Support Charge'

means the charges for Technical Support referred to in clause 2.

'Technical Support'

means the provision of such categories of technical support in accordance with clause 2 below as shall be specified in respect of each of the Licensed Programs in the Contract Summary.

'Terms and Conditions'

means the terms and conditions contained in this Agreement and in the Schedule to this Agreement.

'Third Party License'

means, in relation to Third Party Software, the license to be entered into directly between a Third Party Proprietor and the Customer or (as the case may be) the sub-license to be entered into between the Company and the Customer in such form as may be required by the Third Party Proprietor, for the Use of Third Party Software.

'Third Party Software'

means any software provided in connection with this Agreement the copyright of which is not owned by the Company.

'Third Party Proprietor'

means the person, firm or company who/which owns the Third Party Software

'Use'

means the copying or transmission of the Licensed Programs or (where in machine readable form) the Program Documentation into a computer system for the processing of the instructions contained in the Licensed Programs or (as the case may be) the Program Documentation.

2. Support Charge

2.1 The Support Charge (together with value added tax thereon) shall be levied by the Company and shall be payable by the Customer in accordance with the arrangements set out in the Contract Summary or (as the case may be) the Payment Schedule. Subsequent Support Charges shall be paid on the renewal date and annually thereafter. The Company reserves the right to increase its support charge by the CPI published over the preceding 12 month period annually on the anniversary of the Commencement Date of this Agreement. In no event shall the annual price adjustment exceed [5%]. The Supplier shall give the Customer no less than 60 days' prior written notice of any such adjustment.

2.2 The Company reserves the right to charge the Customer interest in respect of the late payment of any undisputed sum properly due under this Agreement (as well after as before judgement) at the rate of 4 per cent per annum above the base rate from time to time of HSBC Bank Plc.

2.3 The Company also reserves the right to make Additional Charges, at the prevailing rates of the Company, in the following cases:

2.3.1 If there is a major change affecting this Agreement occasioned by statute or by a government body.

2.3.2 In the event that the Customer fails to keep adequate security copies of Licensed Program Materials and a request being made of the Company to attempt to resurrect corrupt data or to aid in the re-entry of data.

3. Technical support

3.1 With effect from the Commencement Date and for the duration set out below, the Company shall in consideration of the Support Charges referred to in clause 3.11 below, provide Technical Support.

3.2 Technical Support shall comprise the following:

3.2.1 Communication on issues reported via the Company ticketing platform.

3.2.2 subject to clause 3.3, upon request by the Customer, the diagnosis of faults in the Licensed Programs and the rectification (in accordance with clause 3.4) of such faults remotely (or if the Company considers necessary, by attendance on Site) by the issue of fixes in respect of the Licensed Programs and the making of all necessary consequential amendments (if any) to the Program Documentation.

3.2.3 the creation and dispatch to the Customer from time to time, at the Company's sole discretion, of fixes in respect of the Licensed Programs.

3.3 The Customer shall supply in writing to the Company, a detailed description of any fault requiring Technical Support within 3.2.1 above and the circumstances in which it arose, forthwith upon becoming aware of the same, so that it can be replicated.

3.4 Technical Support shall only be provided between the hours of 9.00 a.m. and 5.00 p.m. Monday through Friday UK Time (excluding bank and other public holidays, and also excluding other days notified to the Customer by the Company from time to time)). Technical Support shall be provided in accordance with the following protocol:

3.4.1 if it is agreed that a fault is a “Critical Fault”, then the Company shall as soon as reasonably practicable but in any event within 48 hours of such agreement, supply instructions to the Customer which are intended to circumvent the fault. As soon as reasonably practicable after such instructions have been provided, the Company shall use all reasonable endeavors to provide a correction.

3.4.2 if it is agreed that a fault is a “Material Fault”, then the Company shall, as soon as reasonably practicable, but in any event within 7 days of such agreement, supply instructions intended to enable the Customer to circumvent the fault. As soon as reasonably practicable after such instructions have been provided, the Company will use its reasonable endeavors to provide a correction.

3.4.3 If it is agreed that a fault is a “Cosmetic Fault”, then the Company shall use its reasonable endeavors to provide a correction with the next New Release issued by the Company to the Customer following the date of notification of the Cosmetic Fault.

For the purposes of this clause 3.4:

“Critical Fault” The core functionality of the service is no longer available, preventing users from completing essential tasks, or a severe reduction in performance that renders the service unusable or significantly impacts business operations.

“Material Fault” means a fault which is neither a Critical Fault nor a Cosmetic Fault which causes the Licensed Programs not to operate in accordance with the Program Documentation but which does not completely prevent the Customer using all of the Licensed Programs.

“Cosmetic Fault” means a fault which does not prevent the Licensed Programs operating in accordance with the Program Documentation.

3.5 Technical Support shall not include the diagnosis and rectification of any fault resulting from:

3.5.1 the improper use, operation or neglect of the Licensed Program Materials.

3.5.2 the modification of the Licensed Programs or their merger (in whole or in part) with any other software except where such modification or merger is carried out by the Company.

3.5.3 the use of the Licensed Programs on equipment not conforming to the minimum specification set out in the Program Documentation.

3.5.4 the failure by the Customer to implement recommendations in respect of or solutions to faults previously advised by the Company.

3.5.5 any repair, adjustment, alteration or modification of the Licensed Programs by any person other than the Company without the Company's prior written consent.

3.5.6 the use of the Licensed Programs for a purpose for which they were not designed.

3.5.7 the failure of any hardware not under the express control of the Company.

The Customer should note that the Company will from time to time notify the Customer of the availability of a forthcoming New Release. When a New Release is then made available, the Customer should, as soon as reasonably practicable (and in any event, within 30 days of receipt of notification), notify the Company whether or not it wishes to take up the said New Release. If the Customer elects not to install a New Release or fails to reply to the Company, then the Company reserves the right to withdraw Technical Support from the Customer after the date which is 12 months from the date of availability of the New Release as notified to the Customer by the Company. If the Company elects to withdraw Technical Support in this manner, then it agrees that it shall give to the Customer at least three months' written notice to expire at the end of or at any time after, the said 12 month period.

3.6 The Company may upon request by the Customer provide Technical Support notwithstanding that the fault results from any of the circumstances described in clauses 3.5.1 to 3.5.8 above. The Company shall in such circumstances be entitled to levy Additional Charges in the manner set out in clause 3.8 below.

3.7 Without prejudice to clause 3.6 above, the Company shall be entitled to levy reasonable Additional Charges in the manner set out in clause 3.8 below if Technical Support is provided in circumstances where any reasonably skilled and competent data processing operator would have judged the Customer's request to have been unnecessary.

3.8 Additional Charges may be levied by the Company from time to time and if levied, shall be payable by the Customer (together with value added tax thereon) within 30 days of receipt of an invoice therefor. The Company will only levy Additional Charges where it has provided goods or services which are in addition to any items which it has agreed to provide in the Contract Summary or due to the default of the Customer. The Company agrees to warn the Customer if the Company believes that it may be necessary to levy such charges and to agree with the Customer in advance of the commencement of any chargeable work the charge, or the rate of charge, for the work to be undertaken.

3.9 In order for the Company to be able to provide Technical Support to the Customer, it will be necessary (and is a condition of this Agreement) for the Customer to ensure that appropriate arrangements are put into place to allow remote access to the system by some other appropriate arrangement acceptable to the Company.

3.10 It is also a condition of the Technical Support to be provided hereunder that the Customer ensures that its staff are properly and adequately trained to levels of competence approved by the Company in relation to the Licensed Program Materials by purchasing appropriate training from the Company.

3.11 The Company will provide the Customer with Technical Support for the Support Charges set out in the Contract Summary. The Support Charges shall be payable annually in advance, the first payment being due on the date set out in the Contract Summary or, if not specified, on the date of this Agreement and on each anniversary thereof. The Company shall be entitled to increase Support Charges each year in accordance with its normal policy. This increase will be detailed in an annual quote, issued 60 days before the renewal date.

3.12 Subject as otherwise provided in this Agreement, Technical Support may be terminated by the Company by giving at least 12 months' notice in writing to the Customer or by the Customer by giving at least 12 months' notice in writing to the Company. Technical Support is only provided by the Company to its

Customers on 12 month contracts. Shorter terms may be available at the sole discretion of the Company subject to payment by customers of premiums set by the Company.

3.13 Technical Support will only be provided to a specified number of users. The number of users and their identity must be specified on the Contract Summary. Any proposed substitutions or changes in relation to the individuals who have been identified as being entitled to call for Technical Support under the provisions of this Agreement must be dealt with in accordance with the procedures notified to the Customer by the Company from time to time. In all cases, the right to call for Technical Support will only relate to a specified server.

4. Duration of Agreement

This Agreement shall continue until it expires or is terminated (in whole or part) in accordance with its provisions.

THE SCHEDULE

General Terms and Conditions

1. Limitation of Liability

1.1 The following provisions set out the Company's entire liability (including any liability for the acts and omissions of its employees, agents or sub-contractors) to the Customer in respect of:

1.1.1 any breach of its contractual obligations arising under this Agreement

1.1.2 any representation (unless fraudulent), statement or tortious act or omission, including negligence, arising under or in connection with this Agreement

AND THE CUSTOMER'S ATTENTION IS IN PARTICULAR DRAWN TO THE PROVISIONS OF THIS CLAUSE 1.

1.2 Any act(s) or omission(s) on the part of the Company or its employees, agents or sub-contractors falling within clause 1.1 above shall for the purposes of this clause 1 be known as "Event(s) of Default"

1.3 The Company's liability to the Customer for:

1.3.1 death or personal injury resulting from its own or that of its employees' agents, or sub-contractors' negligence; and

1.3.2 subject to clause 14.7 of this Agreement, all damage suffered by the Customer as a result of any breach by the Company of the condition as to title or the warranty as to quiet possession implied by section 2 of the Supply of Goods and Services Act 1982, shall not be limited.

1.4 Subject to the provisions of clause 1.3 above, the Company accepts liability for damage caused to tangible property through its negligence provided always that the Company's maximum liability for any one claim shall not exceed the maximum amount recoverable from time to time under the Company's public liability policy.

1.5 Subject to the provisions of clause 1.3 above and clause 1.6 below, in relation to all other Events of Default which do not fall within the provisions of clause 1.4 above, the Company's entire liability to the Customer in respect of any Event of Default arising as a result of the Company providing Technical Support to the Customer under this Agreement, the maximum aggregate liability of the Company to the Customer for any claim or claims during any twelve month period shall not exceed 125% of the amount then payable (at the date of the claim) by the Customer to the Company for Technical Support annually.

1.6 Subject to clause 1.3 above, the Company shall not be liable to the Customer in respect of any Event of Default for loss of profits, loss of goodwill, loss of contracts, or any type of financial, economic, special, indirect or consequential loss (including loss or damage suffered by the Company as a result of an action brought by a third party) of any nature whatsoever, howsoever arising.

1.7 If a number of Events of Default give rise substantially to the same loss, then they shall be regarded as giving rise to only one claim.

1.8 The Customer hereby agrees to afford the Company not less than 90 days (following notification thereof by the Customer) in which to remedy any Event of Default hereunder.

1.9 Notwithstanding any other provision of this Agreement (whether in the Support Agreement or this Schedule) the Customer hereby acknowledges that the entire liability of the Company to the Customer for any Event of Default in relation to Third Party Software shall be to use its reasonable endeavors to procure for the Customer the benefit of any warranty or indemnity given by the Third Party Proprietor under the Third Party License or (as the case may be) and warranty or indemnity available to the Company from the Third Party Proprietor.

1.10 Subject to clause 1.3 above, the Company shall not be liable to the Customer in respect of any Event of Default which has not been notified to the Company in writing within 12 months from the date of that Event of Default.

1.11 Save as set out in this Agreement, the Company shall have no liability of any nature whatsoever, howsoever arising to the Customer.

2. Patents, Trademarks and Intellectual Property Rights

2.1 The Customer acknowledges that any and all of the trade-marks, trade names, copyrights, patents and other intellectual property rights used or embodied in or in connection with any item provided under any part of this Agreement including the Licensed Programs, the Equipment and any parts thereof is and shall remain the sole property of the Company or such other party as may be identified therein or thereon ("the Owner").

2.2 In the event that new inventions, designs or processes evolve in performance or as a result of this Agreement, the Customer acknowledges that the same shall belong to the Company unless otherwise agreed in writing by the Company.

3. Force majeure

Neither party shall be liable to the other for any breach of its obligations hereunder resulting from any cause beyond its reasonable control including but not limited to fire, strikes, delays in transportation, inability to obtain supplies, hostilities, regulations of any civil or military authority.

4. Termination

4.1 This Agreement may be terminated:

4.1.1 forthwith by the Company if the Customer fails to pay any sum due hereunder within 7 days of the due date therefor

4.1.2 forthwith by either party if the other commits any material breach of any term of this agreement (other than one falling within 4.1.1 above) and which (in the case of a breach capable of being remedied) shall not have been remedied within 90 days of a written request to remedy the same or within such other time as may be expressly provided herein

4.1.3 forthwith by the Company if the Customer shall convene a meeting of its creditors or if a proposal shall be made for a voluntary arrangement within Part I of the Insolvency Act 1986 or a proposal for any other composition, scheme or arrangement with (or assignment for the benefit of) its creditors or if the other shall be unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986 or if a trustee, receiver, administrative receiver or similar officer is appointed in respect of all or any part of the

business or assets of the Customer or if a petition is present or a meeting is convened for the purpose of considering a resolution or other steps are taken for the winding up of the Customer or for the making of an administration order (otherwise than for the purpose of an amalgamation or reconstruction).

4.2 Subject to the limitations of the liability of the Company contained in any part of this document, any termination of this Agreement pursuant to this clause 4 shall be without prejudice to any other rights or remedies a party may be entitled to hereunder or at law and shall not affect any accrued rights or liabilities of either party nor the coming into or continuance in force of any provision hereof which is expressly or by implication intended to come into or continue in force on or after such termination. In particular, but without prejudice to the generality to the foregoing, all exclusions of and limitations on the liability of the Company contained in any part of this Agreement shall survive termination or expiry.

5. Waiver

The waiver by either party of a breach or default of any of the provisions of this Agreement by the other shall not be construed as a waiver of any succeeding breach of the same or other provisions nor shall any delay or omission on the part of either party to exercise or avail itself of any right, power or privilege that it has or may have hereunder operate as a waiver of any breach or default by the other party.

6. Notices

Any notice, request, instruction or other document to be given hereunder may be delivered or sent by email to the email address of the other party set out in this Agreement (or such other address as may have been notified) and any such notice or other document shall be deemed to have been served at the time of delivery.

7. Invalidity and severability

If any provisions of this Agreement shall be found by any court or administrative body of competent jurisdiction to be invalid or unenforceable the invalidity or unenforceability of such provision shall not affect the other provisions of this Agreement and all provisions not affected by such invalidity or unenforceability shall remain in full force and effect. The parties hereby agree to attempt to substitute for an invalid or unenforceable provision, a valid or enforceable provision which achieves to the greatest extent possible, the economic, legal and commercial objectives of the invalid or unenforceable provision.

8. Successors

This Agreement shall be binding upon and ensure for the benefit of the successors in title of the parties hereto.

9. Assignment

The Customer shall not be entitled to assign this Agreement (or any part thereof) nor all or any of its rights and obligations hereunder nor sub-license the use (in whole or in part) of the Licensed Program Materials.

10. Headings

Headings to clauses and the use of bold type and underlining in this Agreement are for the purpose of information and identification only and shall not be construed as forming part of this Agreement.

11. Law

This Agreement shall be governed by and construed in accordance with English law and the parties hereto agree to submit to the non-exclusive jurisdiction of the English courts.

12. Modern Slavery

In performing its obligations under this Agreement, the Company shall:

- 12.1 comply with all applicable anti-slavery and human trafficking laws, statutes, regulations and codes from time to time in force including, but not limited to, the Modern Slavery Act 2015;
- 12.2 not engage in any activity, practice or conduct that would constitute an offence under sections 1, 2 or 4, of the Modern Slavery Act 2015 if such activity, practice or conduct were carried out in the UK;
- 12.3 include in contracts with its direct subcontractors and suppliers, provisions which are at least as onerous as those set out in this Clause.
- 12.4 notify the Customer as soon as it becomes aware of any actual or suspected slavery or human trafficking in a supply chain which has a connection with this Agreement
- 12.5 maintain a complete set of records to trace the supply chain of all elements that constitute the Licensed Program Materials provided to the Customer in connection with this Agreement; and permit the Customer and its third party representatives, with reasonable notice, to inspect the Company's premises, records, and to meet the Company's personnel to audit its compliance with its obligations under this Clause.

The Company warrants and represents that neither the Company nor any of its officers, employees, agents or subcontractors has:

- 12.6 committed an offence under the Modern Slavery Act 2015 (a MSA Offence); or
- 12.7 been notified that it is subject to an investigation relating to an alleged MSA Offence or prosecution under the Modern Slavery Act 2015; or
- 12.8 become aware of any circumstances within its supply chain that could give rise to an investigation relating to an alleged MSA Offence or prosecution under the Modern Slavery Act 2015.

13. Confidentiality

- 13.1 The Company shall not make any press announcements or publicise this Agreement or its contents in any way, or use the Customer's name or brand in any promotion or marketing or press announcements.
- 13.2 Each Party acknowledges to the other that nothing in this Agreement either expressly or by implication constitutes an endorsement of any products or services of the other Party (including the Licensed Programs) and each Party agrees not to conduct itself in such a way as to imply or express any such approval or endorsement.

13.3 The parties shall comply with applicable data protection legislation.

13.4 The Company acknowledges that failure to comply with the requirements of Clauses 13.1 to 13.4 (above) of this Agreement will constitute an irremediable material breach of the Agreement and will lead to the Customer exercising its right to terminate the Agreement.

IN WITNESS whereof this Software Support Agreement has been executed on the date hereof.

Signed by
for and on behalf of
the Company

XXX
Director

Signed by
for and on behalf of
the Customer

XXX
XXX

PAYMENT SCHEDULE

The first year's Technical Support charges are payable annually in advance within 7 days of the commencement date. Charges for Technical Support for subsequent years will be invoiced prior to the renewal date and annually thereafter and all such invoices must be paid within 30 days of their date or the commencement of the relevant year, whichever shall occur first.

KNOWLEDGE INTEGRATION SOFTWARE

Product Description	SUPPORT CHARGES (ANNUAL)	
	Unit Price £	Total £
CIIM Software Platform and associated components Commencement date to be defined in the applicable Purchase Order and then renewed annually from the anniversary of that date.		
TOTAL		XXX

ADDITIONAL INFORMATION

Delivery address (Location):

Invoicing address:

XX
XX
XX

XX
XX
XX

Delivery Contact:

XX

Email:

Delivery Contact:

XX

XX

TERMS AND CONDITIONS

This order is placed subject to the standard terms and conditions which are attached:

For the avoidance of any doubt, any terms and conditions which are contained or referred to in any purchase order generated by the Customer shall not apply unless specifically accepted in writing by the Company and referred to in this Agreement. The prices of the Company for its software are based on the acceptance by the Customer of the attached terms and conditions. If the Customer requires or requests any variation to such terms and conditions, then the Company reserves the right to modify prices accordingly.

The fees and charges of the Company are exclusive of Value Added Tax or any other like tax which will be added in accordance with the then appropriate rates.