Software as a Service Subscription Agreement

between

Turner & Townsend Consulting Limited

and

<Client Name>

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THIS AGREEMENT is dated and made

BETWEEN

(1) **Turner & Townsend Consulting Limited** incorporated and registered in England and Wales with company number 03154483 whose registered office is at Calverley Lane, Horsforth, Leeds LS18 4GH (the "Supplier").

(2) **<Client Registered Name>** whose registered office is at <Client Registered Address> (the "Customer").

BACKGROUND

(A) The Supplier has developed certain software applications and platforms which it makes available to subscribers via the internet on a subscription basis for the purpose of enabling its customers to analyse their capital project data.

(B) The Customer wishes to use the Supplier's service in its business operations.

(C) The Supplier has agreed to provide and the Customer has agreed to take and pay for the Supplier's service subject to the terms and conditions of this agreement.

IT IS HEREBY AGREED

1 Interpretation

1.1 The definitions and rules of interpretation in this clause apply in this agreement.

"Authorised Users" means those employees, agents and independent contractors of the Customer who are based in the United States of America and are working on the Project, and who are authorised by the Customer to use the Services and the Documentation.

"Back-up Policy" means the Supplier's policy for providing back-up of information in relation to the Services as made available at <Insert URL> or such other website address as may be notified to the Customer from time to time.

"Business Day" means a day other than a Saturday, Sunday or public holiday in England when banks in London are open for business.

"Confidential Information" means information that is proprietary or confidential and is either clearly labelled as such or identified as Confidential Information in clause 10.5 or clause 10.6.

"Controller", "processor", "data subject", "personal data", "personal data breach", "processing" and "appropriate technical and organisational measures" have the meanings given to them in the Data Protection Legislation.

"Customer Data" means the data inputted and/or provided by the Customer or the Authorised Users for the purpose of using the Services or facilitating the Customer's use of the Services.

"Data Protection Legislation" means the UK Data Protection Legislation and any other European Union legislation relating to personal data and all other legislation and regulatory requirements in force from time to time which apply to a party relating to the use of personal data (including, without limitation, the privacy of electronic communications) and the guidance and codes of practice issued by the relevant data protection or supervisory authority and applicable to a party.

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"Documentation" means the document made available to the Customer by the Supplier online via <Insert URL> or such other web address notified by the Supplier to the Customer from time to time which sets out a description of the Services and the user instructions for the Services.

"Effective Date" means the date of this agreement.

"Initial Subscription Term" means the initial term of this agreement as set out in schedule 2.

"Privacy Policy" means the Supplier's policy for keeping Customer data private in relation to the Services as made available at <Insert URL> or such other website address as may be notified to the Customer from time to time.

"Project" means the capital works being delivered by the Customer.

"Renewal Period" means the period described in clause 13.1.

"Security Policy" means the Supplier's policy for providing secure storage, access and usage in relation to the Services as made available at <Insert URL> or such other website address as may be notified to the Customer from time to time.

"Services" means the subscription services provided by the Supplier to the Customer under this agreement via <Insert URL> or any other website notified to the Customer by the Supplier from time to time, as more particularly described in the Documentation.

"Software" means the online software applications provided by the Supplier as part of the Services.

"Subscription" means the subscription purchased by the Customer pursuant to clause 8.1 which entitles Authorised Users to access and use the Services and the Documentation in accordance with this agreement.

"Subscription Fees" means the subscription fees payable by the Customer to the Supplier for the Subscription, as set out in schedule 1.

"Subscription Term" has the meaning given in clause 13.1 (being the Initial Subscription Term together with any subsequent Renewal Periods).

"Support Services Policy" means the Supplier's policy for providing support in relation to the Services as made available at <Insert URL> or such other website address as may be notified to the Customer from time to time.

"UK Business Hours" means 8.00 am to 6.00 pm local UK time, each Business Day.

"UK Data Protection Legislation" all applicable data protection and privacy legislation in force from time to time in the UK including the General Data Protection Regulation ((EU) 2016/679); the Data Protection Act 2018; the Privacy and Electronic Communications Directive 2002/58/EC (as updated by Directive 2009/136/EC) and the Privacy and Electronic Communications (EC Directive) Regulations 2003 (SI 2003/2426) as amended.

"US Business Hours" means 8.00 am to 6.00 pm in the Pacific Time Zone (PT) every Monday, Tuesday, Wednesday, Thursday and Friday"

"Virus" means any thing or device (including any software, code, file or programme) which may: prevent, impair or otherwise adversely affect the operation of any computer software, hardware or network, any telecommunications service, equipment or network or any other service or device; prevent, impair or otherwise adversely affect access to or the operation of any

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programme or data, including the reliability of any programme or data (whether by re-arranging, altering or erasing the programme or data in whole or part or otherwise); or adversely affect the user experience, including worms, trojan horses, viruses and other similar things or devices.

1.2 Clause, schedule and paragraph headings shall not affect the interpretation of this agreement.

1.3 A person includes an individual, corporate or unincorporated body (whether or not having separate legal personality) and that person's legal and personal representatives, successors or permitted assigns.

1.4 A reference to a company shall include any company, corporation or other body corporate, wherever and however incorporated or established.

1.5 Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.

1.6 Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.

1.7 A reference to a statute or statutory provision is a reference to it as it is amended, supplemented or replaced from time to time.

1.8 A reference to a statute or statutory provision shall include all subordinate legislation made under that statute or statutory provision.

1.9 A reference to writing or written includes faxes but not e-mail.

1.10 References to clauses and schedules are to the clauses and schedules of this agreement; references to paragraphs are to paragraphs of the relevant schedule to this agreement.

2 The Subscription

2.1 Subject to the Customer purchasing the Subscription in accordance with clause 8.1, the restrictions set out in this clause 2 and the other terms and conditions of this agreement, the Supplier hereby grants to the Customer a non-exclusive, non-transferable right, without the right to grant sublicences, to permit the Authorised Users to use the Services and the Documentation during the Subscription Term solely for the Customer's internal business operations.

2.2 In relation to the Authorised Users, the Customer undertakes that each Authorised User shall keep a secure password for their use of the Services and Documentation and that each Authorised User shall keep their password confidential.

2.3 The Customer shall not access, store, distribute or transmit any Viruses, or any material during the course of its use of the Services 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;

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(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;

and the Supplier reserves the right, without liability or prejudice to its other rights to the Customer, to disable the Customer's access to any material that breaches the provisions of this clause. The Customer shall upon request promptly (i) reimburse the Supplier for its costs in connection with the removal of any such offending material, and (ii) provide such assistance as the Supplier requests in connection with such removal.

2.4 The Customer shall not:

(a) except as may be allowed by any applicable law which is incapable of exclusion by agreement between the parties and except to the extent expressly permitted under this agreement:

(i) attempt to copy, modify, duplicate, create derivative works from, frame, mirror, republish, download, display, transmit, or distribute all or any portion of the Software and/or Documentation (as applicable) in any form or media or by any means; or

(ii) attempt to de-compile, reverse compile, disassemble, reverse engineer or otherwise reduce to human-perceivable form all or any part of the Software; or

(b) access all or any part of the Services and Documentation in order to build a product or service which competes with the Services and/or the Documentation; or

(c) use the Services and/or Documentation to provide services to third parties; or

(d) subject to clause 22.1, license, sell, rent, lease, transfer, assign, distribute, display, disclose, or otherwise commercially exploit, or otherwise make the Services and/or Documentation available to any third party except the Authorised Users, or

(e) attempt to obtain, or assist third parties in obtaining, access to the Services and/or Documentation, other than as provided under this clause 2; or

(f) introduce or permit the introduction of, any Virus into the Supplier's network and information systems.

2.5 The Customer shall defend, indemnify and hold harmless the Supplier against any and all claims, actions, proceedings, losses, damages, expenses and costs (including without limitation court costs and reasonable legal fees), arising out of or in connection with a claim against the Supplier in relation to the Customer making the Services, Documentation and/or any output from the Services available to a third party.

2.6 The Customer shall use all reasonable endeavours to prevent any unauthorised access to, or use of, the Services and/or the Documentation and, in the event of any such unauthorised access or use, promptly notify the Supplier.

2.7 The rights provided under this clause 2 are granted to the Customer only, and shall not be considered granted to any subsidiary or holding company of the Customer.

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3 Services

3.1 The Supplier shall, during the Subscription Term, provide the Services and make available the Documentation to the Customer on and subject to the terms of this agreement.

3.2 The Supplier shall use commercially reasonable endeavours to make the Services available 24 hours a day, seven days a week, except for:

(a) planned maintenance carried out during 12.00am to 11:59pm UK time on the final Saturday of each calendar month; and

(b) unscheduled maintenance performed outside US Business Hours, provided that the Supplier provides as much notice of such maintenance as reasonably practicable.

3.3 The Supplier will, as part of the Services and at no additional cost to the Customer, provide the Customer with the Supplier's standard customer support services during UK Business Hours in accordance with the Supplier's Support Services Policy in effect at the time that the Services are provided. The Supplier may amend the Support Services Policy in its sole and absolute discretion from time to time. The Customer may purchase enhanced support services separately at the Supplier's then current rates.

4 Customer data

4.1 The 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.

4.2 The Supplier shall follow its archiving procedures for Customer Data as set out in its Back-Up Policy available at <Insert URL> or such other website address as may be notified to the Customer from time to time, as such document may be amended by the Supplier in its sole discretion from time to time. In the event of any loss or damage to Customer Data, the Customer's sole and exclusive remedy against the Supplier shall be for the Supplier to use reasonable commercial endeavours to restore the lost or damaged Customer Data from the latest back-up of such Customer Data maintained by the Supplier in accordance with the archiving procedure described in its Back-Up Policy. The Supplier shall not be responsible for any loss, destruction, alteration or disclosure of Customer Data caused by any third party (except those third parties sub-contracted by the Supplier to perform services related to Customer Data maintenance and back-up for which it shall remain fully liable under clause 4.10).

4.3 The Supplier shall, in providing the Services, comply with its Privacy Policy and Security Policy relating to the privacy and security of the Customer Data available at <Insert URL> or such other website address as may be notified to the Customer from time to time, as such document may be amended from time to time by the Supplier in its sole discretion.

4.4 Both parties will comply with all applicable requirements of the Data Protection Legislation. This clause 4 is in addition to, and does not relieve, remove or replace, a party's obligations or rights under the Data Protection Legislation.

4.5 The parties acknowledge that:

(a) if the Supplier processes any personal data on the Customer's behalf when performing its obligations under this agreement, the Customer is the controller and the Supplier is the processor for the purposes of the Data Protection Legislation.

(b) Schedule 3 sets out the scope, nature and purpose of processing by the Supplier, the duration of the processing and the types of personal data and categories of data subject.

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(c) subject to clause 4.7(C), the personal data may be (i) transferred or stored outside the EEA (and/or the UK); (ii) transferred or stored in the country where the Customer and the Authorised Users are located in order to carry out the Services and the Supplier's other obligations under this agreement; or (iii) shared with the Supplier's affiliates and/or independent contractors both inside and outside the EEA (and/or the UK).

4.6 Without prejudice to the generality of clause 4.4, the Customer will ensure that it has all necessary appropriate consents and notices in place to enable lawful transfer of the personal data to the Supplier for the duration and purposes of this agreement so that the Supplier may lawfully use, process and transfer the personal data in accordance with this agreement on the Customer's behalf. By accepting these terms of this agreement the Customer gives positive consent for the Supplier to obtain, store and process information about the Customer as described in this agreement.

4.7 Without prejudice to the generality of clause 4.4, the Supplier shall, in relation to any personal data processed in connection with the performance by the Supplier of its obligations under this agreement:

(a) process that personal data only on the documented written instructions of the Customer unless the Supplier is required by the laws of any member of the European Union or by the laws of the European Union applicable to the Supplier and/or Domestic UK Law (where "Domestic UK Law" means the UK Data Protection Legislation and any other law that applies in the UK) to process personal data ("Applicable Laws"). Where the Supplier is relying on Applicable Laws as the basis for processing personal data, the Supplier shall promptly notify the Customer of this before performing the processing required by the Applicable Laws unless those Applicable Laws prohibit the Supplier from so notifying the Customer;

(b) not be obliged to carry out the requested personal data processing if, in the Supplier's opinion, the Customer's written instructions referred to at clause 4.7(A) above, infringe or are in conflict with the Applicable Laws;

(c) not transfer any personal data outside of the European Economic Area and the United Kingdom unless the following conditions are fulfilled:

(i) the Customer or the Supplier has provided appropriate safeguards in relation to the transfer;

(ii) the data subject has enforceable rights and effective legal remedies;

(iii) the Supplier complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any personal data that is transferred; and

(iv) the Supplier complies with reasonable instructions notified to it in advance by the Customer with respect to the processing of the personal data.

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

(e) notify the Customer on becoming aware of a personal data breach;

(f) at the written direction of the Customer, delete or return personal data and copies thereof to the Customer on termination of the agreement unless required by Applicable

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Law to store the personal data (and for these purposes the term "delete" shall mean to put such data beyond use); and

(g) maintain records and information to demonstrate its compliance with this clause 4 and immediately inform the Customer if, in the opinion of the Supplier, an instruction infringes the Data Protection Legislation.

4.8 The Supplier may from time to time process as a "controller" (as defined in the Data Protection Legislation):

(a) personal data and contact details the Customer and the Customer's representatives have provided to the Supplier to send invitations, marketing materials, updates or other publications that the Supplier feel may be of interest and to organise associated events as well as business meetings. Such contact details may include any information the Customer or its representatives have made available to the Supplier to assist the Supplier in such purposes; and

(b) personal data concerning the Customer and Supplier's other contacts in other ways for the Supplier's own business purposes (for example, but not limited to, billing, client management and archives).

4.9 Each party shall ensure that it has in place appropriate technical and organisational measures, 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).

4.10 The Customer consents to the Supplier appointing any of the processors listed at <Insert URL> as a third-party processor of personal data under this agreement. The Supplier confirms that it has entered or (as the case may be) will enter with the third-party processor into a written agreement, incorporating terms which are substantially similar to those set out in this clause 4. As between the Customer and the Supplier, the Supplier shall remain fully liable for all acts or omissions of any third-party processor appointed by it pursuant to this clause 4 only in respect of the personal data processing obligations set out in this clause 4 as if such acts or omissions were its own.

4.11 The Supplier may, at any time on not less than 30 days' notice, revise this clause 4 by replacing it with any applicable controller to processor standard clauses or similar terms forming part of an applicable certification scheme (which shall apply when replaced by attachment to this agreement).

5 Third party providers

5.1 The Customer acknowledges that the Services may enable or assist it to access the website content of, correspond with, and purchase products and services from, third parties via third-party websites and that it does so solely at its own risk.

5.2 The Supplier makes no representation, warranty or commitment and shall have no liability or obligation whatsoever in relation to the content or use of, or correspondence with, any such third-party website, or any transactions completed, and any contract entered into by the Customer, with any such third party.

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5.3 Any contract entered into and any transaction completed via any third-party website is between the Customer and the relevant third party, and not the Supplier.

5.4 The Supplier recommends that the Customer refers to the third party's website terms and conditions and privacy policy prior to using the relevant third-party website.

5.5 The Supplier does not endorse or approve any third-party website nor the content of any of the third-party website made available via the Services.

6 Supplier's obligations

6.1 The Supplier undertakes that the Services will be performed substantially in accordance with the Documentation and with reasonable skill and care.

6.2 The undertaking at clause 6.1 shall not apply to the extent of any non-conformance which is caused by use of the Services contrary to the Supplier's instructions, or modification or alteration of the Services by any party other than the Supplier or the Supplier's duly authorised contractors or agents.

6.3 If the Services do not conform with the undertaking at clause 6.1, the Supplier will, at its expense, use all reasonable commercial endeavours to correct any such non-conformance promptly, or provide the Customer with an alternative means of accomplishing the required performance. Such correction or substitution constitutes the Customer's sole and exclusive remedy for any breach of the undertaking set out in clause 6.1.

6.4 The Supplier:

(a) does not warrant that:

(i) the Customer's use of the Services will be uninterrupted or error-free; or

(ii) that the Services, Documentation and/or the information obtained by the Customer through the Services will meet the Customer's requirements;

(b) 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 the Customer acknowledges that the Services and Documentation may be subject to limitations, delays and other problems inherent in the use of such communications facilities.

6.5 This agreement shall not prevent the Supplier from entering into similar agreements with third parties, or from independently developing, using, selling or licensing documentation, products and/or services which are similar to those provided under this agreement.

6.6 The Supplier warrants that it has and will maintain all necessary licences, consents, and permissions necessary for the performance of its obligations under this agreement.

7 Customer's obligations

7.1 The Customer shall:

(a) provide the Supplier with:

(i) all necessary co-operation in relation to this agreement; and

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(ii) all necessary access to such information as may be required by the Supplier;

in order to provide the Services, 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) carry out all other Customer responsibilities set out in this agreement in a timely and efficient manner. In the event of any delays in the Customer's provision of such assistance as agreed by the parties, the Supplier may adjust any agreed timetable or delivery schedule as reasonably necessary;

(d) ensure that the Authorised Users use the Services and the Documentation in accordance with the terms and conditions of this agreement and shall be responsible for any Authorised User's failure to comply with such terms and conditions;

(e) obtain and shall maintain all necessary licences, consents, and permissions necessary for the Supplier, its contractors and agents to perform their obligations under this agreement, including without limitation the Services;

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

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

8 Charges and payment

8.1 The Customer shall pay the Subscription Fees to the Supplier for the Subscription in accordance with this clause 8 and schedule 1.

8.2 The Customer shall on the Effective Date provide to the Supplier valid, up-to-date, complete and approved purchase order information acceptable to the Supplier and any other relevant valid, up-to-date and complete contact and billing details.

8.3 The Customer shall make any payments due under this agreement by bank/wire transfer unless another payment method is approved in writing by the Supplier.

8.4 The Supplier may nominate an affiliate who will receive payment on the Supplier's behalf. Where the Supplier wishes to use an affiliate, the Supplier shall provide notice of this affiliate to the Customer in a timely manner. The Customer thereafter agrees to pay the Subscription Fees to the Supplier's affiliate as notified to them in accordance with the terms of clause 8. For the avoidance of doubt such payment to a Supplier affiliate shall be deemed as a valid payment to the Supplier as required by this agreement.

8.5 The Supplier shall invoice the Customer:

(a) on the Effective Date for the Subscription Fees payable in respect of the Initial Subscription Term; and

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(b) subject to clause 13.1, at least 30 days prior to each anniversary of the Effective Date for the Subscription Fees payable in respect of the next Renewal Period,

and the Customer shall pay each invoice within 30 days after the date of such invoice.

8.6 If the Supplier has not received payment within 30 days after the due date, and without prejudice to any other rights and remedies of the Supplier:

(a) the Supplier may, without liability to the Customer, disable the Customer's password, account and access to all or part of the Services and the Supplier shall be under no obligation to provide any or all of the Services while the invoice(s) concerned remain unpaid; and

(b) interest shall accrue on a daily basis on such due amounts at an annual rate equal to 8% over the then current base lending rate of the Royal Bank of Scotland from time to time, commencing on the due date and continuing until fully paid, whether before or after judgment.

8.7 All amounts and fees stated or referred to in this agreement:

(a) shall be payable in GBP;

(b) are, subject to clause 12.3(B), non-cancellable and non-refundable;

(c) are exclusive of tax, which shall be added to the Supplier's invoice(s) at the appropriate rate.

8.8 The Supplier shall be entitled to increase the Subscription Fees at the start of each Renewal Period upon 90 days' prior notice to the Customer and schedule 1 shall be deemed to have been amended accordingly.

9 Proprietary rights

9.1 The Customer acknowledges and agrees that the Supplier and/or its licensors own all intellectual property rights in the Services and the Documentation. Except as expressly stated herein, this agreement does not grant the Customer any rights to, under or in, any patents, copyright, database right, trade secrets, trade names, trademarks (whether registered or unregistered), or any other rights or licences in respect of the Services or the Documentation.

9.2 The Supplier confirms that it has all the rights in relation to the Services and the Documentation that are necessary to grant all the rights it purports to grant under, and in accordance with, the terms of this agreement.

10 Confidentiality and compliance with policies

10.1 Each party may be given access to Confidential Information from the other party in order to perform its obligations under this agreement. A party's Confidential Information shall not be deemed to include information that:

(a) is or becomes publicly known other than through any act or omission of the receiving party;

(b) was in the other party's lawful possession before the disclosure;

(c) is lawfully disclosed to the receiving party by a third party without restriction on disclosure; or

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(d) is independently developed by the receiving party, which independent development can be shown by written evidence.

10.2 Subject to clause 10.4, each party shall hold the other's Confidential Information in confidence and not make the other's Confidential Information available to any third party, or use the other's Confidential Information for any purpose other than the implementation of this agreement.

10.3 Each party shall take all reasonable steps to ensure that the other's Confidential Information to which it has access is not disclosed or distributed by its employees or agents in violation of the terms of this agreement.

10.4 A party may disclose Confidential Information to the extent such Confidential Information is required to be disclosed by law, by any governmental or other regulatory authority or by a court or other authority of competent jurisdiction, provided that, to the extent it is legally permitted to do so, it gives the other party as much notice of such disclosure as possible and, where notice of disclosure is not prohibited and is given in accordance with this clause 10.4, it takes into account the reasonable requests of the other party in relation to the content of such disclosure.

10.5 The Customer acknowledges that details of the Services, and the results of any performance tests of the Services, constitute the Supplier's Confidential Information.

10.6 The Supplier acknowledges that the Customer Data is the Confidential Information of the Customer.

10.7 No party shall make, or permit any person to make, any public announcement concerning this agreement without the prior written consent of the other parties (such consent not to be unreasonably withheld or delayed), except as required by law, any governmental or regulatory authority (including, without limitation, any relevant securities exchange), any court or other authority of competent jurisdiction.

10.8 The above provisions of this clause 10 shall survive termination of this agreement, however arising.

11 Indemnity

11.1 The Customer shall defend, indemnify and hold harmless the Supplier against any and all claims, actions, proceedings, losses, damages, expenses and costs (including without limitation court costs and reasonable legal fees) arising out of or in connection with the Customer's use of the Services and/or Documentation, provided that:

(a) the Customer is given prompt notice of any such claim;

(b) the Supplier provides reasonable co-operation to the Customer in the defence and settlement of such claim, at the Customer's expense; and

(c) the Customer is given sole authority to defend or settle the claim.

11.2 Subject to clause 11.4 below the Supplier shall defend the Customer, its officers, directors and employees against any claim that the Customer's use of the Services or Documentation in accordance with this agreement infringes any United Kingdom patent effective as of the Effective Date, copyright, trade mark, database right or right of confidentiality, and shall indemnify the Customer for any amounts awarded against the Customer in judgment or settlement of such claims, provided that:

(a) the Supplier is given prompt notice of any such claim;

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(b) the Customer provides reasonable co-operation to the Supplier in the defence and settlement of such claim, at the Supplier's expense; and

(c) the Supplier is given sole authority to defend or settle the claim.

11.3 In the defence or settlement of any claim, the Supplier may procure the right for the Customer to continue using the Services, replace or modify the Services so that they become non-infringing or, if such remedies are not reasonably available, terminate this agreement on [5] Business Days' notice to the Customer without any additional liability or obligation to pay liquidated damages or other additional costs to the Customer.

11.4 In no event shall the Supplier, its employees, agents and sub-contractors be liable to the Customer to the extent that the alleged infringement is based on:

(a) a modification of the Services or Documentation by anyone other than the Supplier; or

(b) the Customer's use of the Services or Documentation in a manner contrary to the instructions given to the Customer by the Supplier; or

(c) the Customer's use of the Services or Documentation after notice of the alleged or actual infringement from the Supplier or any appropriate authority.

11.5 The foregoing and clause 12.3(B) state the Customer's sole and exclusive rights and remedies, and the Supplier's (including the Supplier's employees', agents' and sub-contractors') entire obligations and liability, for infringement of any patent, copyright, trade mark, database right or right of confidentiality.

12 Limitation of liability

12.1 Except as expressly and specifically provided in this agreement:

(a) the Customer assumes sole responsibility for results obtained from the use of the Services and the Documentation by the Customer, and for conclusions drawn from such use. The Supplier shall have no liability for any damage caused by errors or omissions in any information, instructions or scripts provided to the Supplier by the Customer in connection with the Services, or any actions taken by the Supplier at the Customer's direction;

(b) 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; and

(c) the Services and the Documentation are provided to the Customer on an "as is" basis.

12.2 Nothing in this agreement excludes the liability of the Supplier:

(a) for death or personal injury caused by the Supplier's negligence; or

(b) for fraud or fraudulent misrepresentation.

12.3 Subject to clause 12.1 and clause 12.2:

(a) the Supplier shall not be liable whether in tort (including for negligence or breach of statutory duty), contract, misrepresentation, restitution or otherwise for any loss of profits, loss of business, depletion of goodwill and/or similar losses or loss or corruption of data or information, or pure economic loss, or for any special, indirect or

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consequential loss, costs, damages, charges or expenses however arising under this agreement; and

(b) the Supplier's total aggregate liability in contract (including in respect of the indemnity at clause 11.2), 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 Subscription Fees paid for the Subscription during the 12 months immediately preceding the date on which the first claim arose.

13 Term and termination

13.1 This agreement shall, unless otherwise terminated as provided in this clause 13, commence on the Effective Date and shall continue for the Initial Subscription Term and, thereafter, this agreement shall be automatically renewed for successive periods of 12 months (each a "Renewal Period"), unless:

(a) either party notifies the other party of termination, in writing, at least 60 days before the end of the Initial Subscription Term or any Renewal Period, in which case this agreement shall terminate upon the expiry of the applicable Initial Subscription Term or Renewal Period; or

(b) otherwise terminated in accordance with the provisions of this agreement;

and the Initial Subscription Term together with any subsequent Renewal Periods shall constitute the "Subscription Term".

13.2 Without affecting any other right or remedy available to it, either party may terminate this agreement with immediate effect by giving written notice to the other party if:

(a) the other party fails to pay any amount due under this agreement on the due date for payment and remains in default not less than 14 days after being notified in writing to make such payment;

(b) the other party commits a material breach of any other term of this agreement which breach is irremediable or (if such breach is remediable) fails to remedy that breach within a period of 10 days after being notified in writing to do so;

(c) the other party suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due or admits inability to pay its debts or is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986, as if the words "it is proved to the satisfaction of the court" did not appear in sections 123(1)(e) or 123(2) of the Insolvency Act 1986;

(d) the other party commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with its creditors other than for the sole purpose of a scheme for a solvent amalgamation of that other party with one or more other companies or the solvent reconstruction of that other party;

(e) a petition is filed, a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up of that other party other than for the sole purpose of a scheme for a solvent amalgamation of that other party with one or more other companies or the solvent reconstruction of that other party;

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(f) an application is made to court, or an order is made, for the appointment of an administrator, or if a notice of intention to appoint an administrator is given or if an administrator is appointed, over the other party;

(g) the holder of a qualifying floating charge over the assets of that other party has become entitled to appoint or has appointed an administrative receiver;

(h) a person becomes entitled to appoint a receiver over the assets of the other party or a receiver is appointed over the assets of the other party;

(i) a creditor or encumbrancer of the other party attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, the whole or any part of the other party's assets and such attachment or process is not discharged within 14 days;

(j) any event occurs, or proceeding is taken, with respect to the other party in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in clause 13.2(C) to clause 13.2(I) (inclusive); or

(k) the other party suspends or ceases, or threatens to suspend or cease, carrying on all or a substantial part of its business.

13.3 This Agreement may be terminated by the Supplier with immediate effect upon written notice in the event that the Customer is or becomes:

(a) listed on, or owned or controlled (directly or indirectly) by a person listed on a Sanctions List or a person acting on behalf of such a person;

(b) located in or organised under the laws of a country or territory that is the subject of country or territory-wide Sanctions, or a person who is owned or controlled by, or acting on behalf of such a person; or

(c) otherwise a subject of Sanctions, or a person with whom Us or any member of the Turner & Townsend group of companies is prohibited from dealing or otherwise engaging in a transaction by reason of any Sanctions.

For the purpose of this clause 13.3:

"Sanctions" means any trade, economic or financial sanctions laws, regulations, embargoes or restrictive measures administered, enacted or enforced by a Sanctions Authority.

"Sanctions Authority" means the Security Council of the United Nations, the European Union, the United Kingdom, the United States of America and the governments and official institutions or agencies of any of such institutions or countries including the Office of Foreign Assets Control of the US Department of the Treasury, the US Department of State and Her Majesty's Treasury.

"Sanctions List" means the Specially Designated Nationals and Blocked Persons list maintained by OFAC, the Consolidated List of Financial Sanctions Targets and the Investment Ban List maintained by Her Majesty's Treasury, or any similar list maintained by, or public announcement of a Sanctions designation made by, a Sanctions Authority, each as amended, supplemented or substituted from time to time.

13.4 On termination of this agreement for any reason:

(a) all licences granted under this agreement shall immediately terminate and the Customer shall immediately cease all use of the Services and/or the Documentation;

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(b) each party shall return and make no further use of any equipment, property, Documentation and other items (and all copies of them) belonging to the other party;

(c) the Supplier may destroy or otherwise dispose of any of the Customer Data in its possession in accordance with clause 4.7(D), unless the Supplier receives, no later than ten days after the effective date of the termination of this agreement, a written request for the delivery to the Customer of the then most recent back-up of the Customer Data. The Supplier shall use reasonable commercial endeavours to deliver the back-up to the Customer within 30 days of its receipt of such a written request, provided that the Customer has, at that time, paid all fees and charges outstanding at and resulting from termination (whether or not due at the date of termination). The Customer shall pay all reasonable expenses incurred by the Supplier in returning or disposing of Customer Data; and

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

14 Force majeure

The Supplier shall have no liability to the Customer under this agreement if it is prevented from or delayed in performing its obligations under this agreement, or from carrying on its business, by acts, events, omissions or accidents beyond its reasonable control, including, without limitation, strikes, lock-outs or other industrial disputes (whether involving the workforce of the Supplier or any other party), failure of a utility service or transport or telecommunications network, act of God, war, a pandemic or epidemic, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood, storm or default of suppliers or sub-contractors, provided that the Customer is notified of such an event and its expected duration.

15 Anti-Bribery and Corruption

15.1 Neither party shall engage in any activity, practice or conduct which would constitute an offence in relation to any applicable anti-bribery and corruption legislation and specifically the UK Bribery Act 2010 and the US Foreign Corrupt Practices Act 1977 in the jurisdictions in which each party operates.

15.2 Any breach of this clause by the Customer or its employees or any person acting on its behalf (whether with or without its knowledge) shall entitle the Supplier notwithstanding any other remedies open to the Supplier to terminate this appointment and recover from the Customer the amount of any loss whatsoever including but not limited to any costs, charges, fines, expenses or other financial liabilities incurred by the Supplier as a consequence of the Customer's breach as well as any consequential loss and loss of profit to the Supplier resulting from such termination.

16 Conflict

If there is an inconsistency between any of the provisions in the main body of this agreement and the Schedules, the provisions in the main body of this agreement shall prevail.

17 Variation

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

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18 Waiver

No failure or delay by a party to exercise any right or remedy provided under this agreement or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

19 Rights and remedies

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.

20 Severance

20.1 If any provision or part-provision of this agreement is or becomes invalid, illegal or unenforceable, it shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of this agreement.

20.2 If any provision or part-provision of this agreement is deemed deleted under clause 20.1 the parties shall negotiate in good faith to agree a replacement provision that, to the greatest extent possible, achieves the intended commercial result of the original provision.

21 Entire agreement

21.1 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.

21.2 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.

21.3 Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in this agreement.

21.4 Nothing in this clause shall limit or exclude any liability for fraud.

22 Assignment

22.1 The Customer shall not, without the prior written consent of the Supplier, assign, transfer, charge, sub-contract or deal in any other manner with all or any of its rights or obligations under this agreement.

22.2 The Supplier may at any time assign, transfer, charge, sub-contract or deal in any other manner with all or any of its rights or obligations under this agreement.

23 No partnership or agency

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).

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24 Third party rights

This agreement does not confer any rights on any person or party (other than the parties to this agreement and, where applicable, their successors and permitted assigns) pursuant to the Contracts (Rights of Third Parties) Act 1999.

25 Notices

25.1 Any notice or other communication given to a party under or in connection with this agreement shall be in writing and shall be:

(a) delivered by hand or by pre-paid first-class post or other next working day delivery service; or

(b) sent by email, to the relevant address or email address specified in clause 25.2 below.

25.2 The addresses and email addresses for service of notices are:

(a) The Supplier:

(i) Address: Calverley Lane, Horsforth, Leeds LS18 4GH

(ii) For the attention of: Edward Linford.

(iii) Email address: Edward.Linford@turntown.com.

(b) The Customer:

(i) Address: [ADDRESS]

(ii) For the attention of: [POSITION OF CONTACT]

(iii) Email address: [EMAIL ADDRESS]

25.3 Any notice or communication shall be deemed to have been received:

(a) if delivered by hand, at the time the notice is left at the proper address;

(b) if sent by pre-paid first-class post or other next working day delivery service, at 9.00 am on the second Business Day after posting; or

(c) if sent by email, at the time of transmission, or, if this time falls outside UK Business Hours in the place of receipt, when UK Business Hours resume.

26 Governing law

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) shall be governed by and construed in accordance with the law of England and Wales.

27 Counterparts

This Agreement may be executed in any number of counterparts, and by the parties in separate counterparts, which together constitute one single agreement between the parties.

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28 Jurisdiction

Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this agreement or its subject matter or formation (including non-contractual disputes or claims).

This document has been executed and delivered on the date stated at the beginning of it.

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SCHEDULE 1: SUBSCRIPTION FEES

The Subscription Fees shall amount to a total of <Subscription Fee> per calendar month.

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SCHEDULE 2: SUBSCRIPTION TERM

Initial Subscription Term: 12 calendar months beginning on the <Subscription Start Date>.

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SCHEDULE 3: PROCESSING, PERSONAL DATA AND DATA SUBJECTS

The following personal information is processed as part of the provision of the Services. Through the subscription, if additional personal information is due to be processed, the details will be captured in the Documentation.

Subject matter of the processing	The Supplier's provision of the Services and the Documentation to the Customer.
Types of personal data being processed	Contact information including: - name; - office address; - role; - telephone number; and - email address. Records which relate capital works projects to an individual Authorised User profile data including usernames and password Usage data including how Authorised Users are using the Services provided by the Supplier under the agreement. Line Management hierarchy i.e. who they report to and who reports to them. Unique employee identification number. Applicable team within the Customer's organisation to which they are employed. Company start date within the Customer's organisation.
Categories of individuals whose data is being processed	Individuals within the Customer's directory who can be related to capital works projects. Authorised Users.

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	Customer clients. Customer employees and staff.
Purpose of the data processing	To enable Authorised Users to identify individuals within the Customer's directory who are relevant to a line of query regarding the Customer's capital works projects.
Duration of processing	The Subscription Term and as long as the Supplier is required to process the personal data in accordance with applicable law.

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SIGNED as an AGREEMENT by the parties below on the date set out at the start of this document:

SIGNED by)
for and on behalf of)
Turner & Townsend)
Consulting Limited)

SIGNED by)
for and on behalf of)
<Client Name>)

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