



AMAZON CONNECT – SVL CLOUD SERVICES

G-Cloud 15 – Terms and Conditions

Version 1.0

SVL Business Solutions
Info@svl.co.uk



AMAZON CONNECT

DATED

(1) []

(2) SVL BUSINESS SOLUTIONS LIMITED

DEPLOYMENT SERVICES AND SAAS SUBSCRIPTION AGREEMENT

THIS AGREEMENT is dated [DATE]

BETWEEN:

- (1) **[NAME OF COMPANY]** incorporated and registered in [COUNTRY OF INCORPORATION] with company number [COMPANY NUMBER] whose registered office is at [REGISTERED OFFICE ADDRESS] (the **Customer**) and
- (2) **SVL Business Solutions Limited** incorporated and registered in the United Kingdom with company number SC523534 whose registered office is at Radleigh House 1 Golf Road, Clarkston, Glasgow, G76 7HU (the **Supplier**)

WHEREAS:

- (1) The Supplier specialises in the deployment, being the design, configuration and implementation, of Amazon Web Services' proprietary omnichannel contact centre solution, more particularly known as Connect.
- (2) The Supplier has additionally obtained the right to sub-license certain of Omningage's proprietary software applications and platforms, which it makes available to corporate customers via the internet, on a subscriptions basis, for the purposes of supplementing Connect.
- (3) The Customer wishes to use the Supplier's services in its business operations.
- (4) The Supplier has agreed to provide and the Customer has agreed to take and pay for the Supplier's services subject to the terms and conditions of this agreement.

IT IS AGREED as follows:

1. Definitions and Interpretation

1.1 In this agreement, unless the context otherwise requires, the following expressions have the following meanings:

“Acceptance Test(s)”	means such tests as the Customer may reasonably specify for the purposes of assessing the extent to which Deployment Services, access to the SaaS Services and/or any integration(s) to be provided under the terms of this agreement, are functioning appropriately and in accordance with specifications and/or Documentation issued by the Supplier
“Acceptance Testing Period”	means a period of ten (10) Business Days from the date on which relevant Deployment Services, access to the SaaS Services and/or any integration(s) to be provided under the terms of this agreement are delivered by the Supplier, during which the Customer may conduct Acceptance Tests
“Authorised Users”	means those employees, agents and independent contractors of the Customer who are authorised by the Customer to use the SaaS Services and the Documentation
“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 13.1
“Connect”	means Amazon Web Services’ proprietary omnichannel contact centre solution

“Control”	means the beneficial ownership of more than 50% of the issued share capital of a company or the legal power to direct or cause the direction of the general management of the company, and the expression change of Control shall be interpreted accordingly
“Customer Data”	means the data inputted by the Customer, Authorised Users, or the Supplier on the Customer's behalf for the purpose of using the SaaS Services or facilitating the Customer's use of the SaaS Services
“Data Protection Legislation”	means the Data Protection Act 2018, the Data Protection, Privacy and Electronic Communications (Amendments etc) (EU Exit) Regulations 2019, Regulation (EU) 2016/679 (the EU GDPR), as applicable, and all other laws regulating the processing of personal data under this agreement
“Deployment Services”	means the design, configuration and implementation services provided by the Supplier to the Customer, in connection with Connect and the Omningage Platform, under the terms of this agreement and as more particularly set out in Schedule 1
“Documentation”	means the documentation made available to the Customer by the Supplier from time to time which sets out a description of the SaaS Services and the user instructions for the SaaS Services
“Effective Date”	means the date of this agreement
“End User Licence Agreement”	means the End User Licence Agreement, issued by Omningage Limited in its capacity as the Supplier's licensor, a copy of which is set out at Schedule 5

“Force Majeure Event”	means an event, or a series of related events, that is outside the reasonable control of the party affected, including but not limited to industrial disputes, civil unrest, disasters, epidemics, pandemics, explosions, fires, floods, riots, terrorist attacks and wars
“Heightened Cybersecurity Requirements”	means any laws, regulations, codes, guidance from regulatory and advisory bodies, whether mandatory or not, international and national standards, industry schemes and sanctions, which are applicable to either the Customer or an Authorised User relating to security of network and information systems and security breach and incident reporting requirements
“Initial Term”	means the initial term of this agreement as set out in clause 16.1
“Mandatory Policies”	means the Supplier’s mandatory business policies as amended and notified to the Customer from time to time
“Omningage Platform”	means Omningage’s proprietary user desktop platform, supervisor desktop and IQ reporting suite
“Renewal Period”	means the renewal period described in clause 16.1
“Representatives”	means in relation to a party, its employees, officers, contractors, sub-contractors, representatives and advisers
“SaaS Services”	means the subscription services, provided by the Supplier to the Customer, in connection with the Omningage Platform, under the terms of this agreement and as more particularly described in the Documentation and set out in Schedule 1
“Services”	means, collectively, the Deployment Services, the SaaS Services and the Support Services

“Subscription Fees”	means the subscription fees payable by the Customer to the Supplier for the User Subscriptions, as set out in Schedule 1
“Support Services”	means the support services, provided by the Supplier to the Customer, in connection with Connect and the Omningage Platform, under the terms of this agreement and as more particularly described in the Support Services Policy and set out in Schedule 1
“Support Services Policy”	means the Supplier's policy for providing Support Services as referred to in Schedule 3 and as amended and notified to the Customer from time to time
“Term”	means the Initial Term together with any subsequent Renewal Periods, as referred to in clause 16.1
“Third-Party Services”	means any hosted, cloud or software-based services provided by any third-party that are or may be integrated with Connect and/or the Omningage Platform as applicable from time to time
“User Subscriptions”	means the user subscriptions purchased by the Customer pursuant to this agreement which entitle Authorised Users to access and use the SaaS Services and the Documentation
“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 any other service or device; prevent, impair or otherwise adversely affect access to, or the operation of, any programme or data, including the reliability of any programme or data; or adversely affect user experience, including worms, trojan horses and other similar things or devices

- 1.2 Unless the context otherwise requires, each reference in this agreement to:
- a) "writing", and any cognate expression, includes a reference to any communication effected by electronic or facsimile transmission or similar means;
 - b) a statute or a provision of a statute is a reference to that statute or provision as amended or re-enacted at the relevant time;
 - c) a Schedule is a schedule to this agreement;
 - d) a clause or paragraph is a reference to a clause of this agreement (other than the Schedules) or a paragraph of the relevant Schedule; and
 - e) a "party" or the "parties" refer to the parties to this agreement.
- 1.3 The headings used in this agreement are for convenience only and shall have no effect upon the interpretation of this agreement.
- 1.4 Words imparting the singular number shall include the plural and vice versa.
- 1.5 References to any gender shall include the other gender.

2. **Use of Connect Subject to Amazon Web Services' Own Terms**

The Customer hereby acknowledges that:

- 2.1 In relation to Connect, under the terms of this agreement, the Supplier is contracting for the provision of Deployment Services and Support Services only.
- 2.2 Fulfilment of the Supplier's obligations relating to Deployment Services and Support Services for Connect is contingent upon, and requires that, the Customer enters into, and maintains, a separate and standalone subscription agreement for Connect, directly with Amazon Web Services, for the duration of the Term. The Customer shall enter into, and the Supplier shall provide such assistance as may reasonably be required in order to facilitate the Customer's entry into, such agreement.
- 2.3 Delivery of Connect by Amazon Web Services, and its use by the Customer during the Term, shall therefore be subject to, and governed by, Amazon Web Services' own terms and conditions, as amended and made available by Amazon Web Services via the following URLs from time to time:
- a) <https://aws.amazon.com/service-terms/>
 - b) <https://aws.amazon.com/agreement/>
 - c) https://aws.amazon.com/connect/sla/?did=sla_card&trk=sla_card
- 2.4 For the avoidance of doubt, any fees or other payables incurred by the Customer in connection with its subscription to Connect during the Term, shall be invoiced by Amazon Web Services to the Customer, and paid by the Customer to Amazon Web Services, directly.
- 2.5 In order to facilitate the Supplier's provision of Support Services for Connect, the Customer shall additionally maintain an agreement for the provision of business level support, or any higher level of support, with Amazon Web Services, for the duration of the Term.

3. **Grant of Licence and User Subscriptions for the Omningage Platform**

- 3.1 The Supplier hereby grants to the Customer a non-exclusive, non-transferable right and licence, without the right to grant sublicences, to permit the Authorised Users to use the SaaS Services and the Documentation during the Term solely

for the Customer's internal business operations.

3.2 In relation to the Authorised Users, the Customer undertakes that:

- a) Unless the Customer elects to burst its usage in accordance with clause 4.2, the maximum number of Authorised Users that it authorises to access and use the SaaS Services and the Documentation shall not exceed the number of User Subscriptions it has purchased from time to time;
- b) It will not allow or suffer any User Subscription to be used by more than one individual Authorised User unless it has been reassigned in its entirety to another individual Authorised User, in which case the prior Authorised User shall no longer have any right to access or use the SaaS Services and/or Documentation;
- c) Each Authorised User shall keep a secure password for their use of the SaaS Services and Documentation, that such password shall be changed periodically and that each Authorised User shall keep their password confidential;
- d) It shall permit the Supplier or the Supplier's designated auditor to audit the SaaS Services in order to establish the name and password of each Authorised User and the Customer's data processing facilities to audit compliance with this agreement. Each such audit may be conducted no more than once per annum, at the Supplier's expense, and this right shall be exercised with reasonable prior notice, in such a manner as not to substantially interfere with the Customer's normal conduct of business; and
- e) If any of the audits referred to in clause 3.2(d) reveal that the Customer has underpaid Subscription Fees to the Supplier, then without prejudice to the Supplier's other rights, the Customer shall pay to the Supplier an amount equal to such underpayment as calculated in accordance with the prices set out in Schedule 1.

3.3 The Customer shall not access, store, distribute or transmit any Viruses, or any other material during the course of its use of the SaaS 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;
- e) Is discriminatory based on race, gender, colour, religious belief, sexual orientation or 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.

3.4 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:
 - attempt to copy, modify, duplicate, create derivative works from, frame, mirror, republish, download, display, transmit or distribute all or any portion of the Omningage Platform and/or Documentation in any form

- or media or by any means; or
- attempt to de-compile, reverse compile, disassemble, reverse engineer or otherwise reduce to human-perceivable form all or any part of the Omningage Platform;
- b) Access all or any part of the SaaS Services and Documentation in order to build a product or service which competes with the SaaS Services and/or the Documentation;
- c) Use the SaaS Services and/or Documentation to provide services to third parties;
- d) Subject to clause 24.1, license, sell, rent, lease, transfer, assign, distribute, display, disclose, commercially exploit or otherwise make available the SaaS Services and/or Documentation to any third-party except the Authorised Users;
- e) Attempt to obtain, or assist third parties in obtaining, access to the SaaS Services and/or Documentation, other than as provided under this clause 3; or
- f) Introduce or permit the introduction of, any Virus into the Supplier's, or any of the Supplier's sub-contractors', networks and information systems.
- 3.5 The Customer shall use all reasonable endeavours to prevent any unauthorised access to, or use of, the SaaS Services and/or the Documentation and, in the event of any such unauthorised access or use, promptly notify the Supplier.
- 3.6 The rights provided under this clause 3 are granted to the Customer only, and shall not be considered granted to any subsidiary or holding company of the Customer.
- 3.7 The Customer shall not be permitted to decrease the number of purchased licences below the quantity specified in Schedule 1 during the Term, unless otherwise agreed to in writing by the Supplier.
- 3.8 The Supplier warrants that none of the open source in the SaaS Services is licensed on terms such that its use by the Customer in accordance with the End User Licence Agreement would reasonably be considered "copyleft" or "restrictive" and therefore require the Customer to distribute or make available any software to third parties.

4. **Additional User Subscriptions for the Omningage Platform**

In the event that the Customer requires additional User Subscriptions during the Term, the Customer may, either:

- 4.1 Purchase additional User Subscriptions in excess of the quantity specified in Schedule 1, whereupon:
 - a) The Customer shall notify the Supplier in writing and the Supplier shall activate the additional User Subscriptions within ten (10) Business Days of the Customer's request; and
 - b) The Customer shall pay to the Supplier Subscription Fees for such additional User Subscriptions as set out in Schedule 1 and, if such additional User Subscriptions are purchased by the Customer part way through the Initial Term or any Renewal Period, such Subscription Fees shall be pro-rated from the date of activation by the Supplier for the remainder of the Initial Term or then current Renewal Period; or
- 4.2 Burst its usage by issuing additional User Subscriptions in excess of the quantity specified in Schedule 1 itself, whereupon:

- a) The Customer shall activate the additional User Subscriptions at its own convenience during the course of business as usual; and
- b) The Customer shall pay to the Supplier the burst usage rate for such additional User Subscriptions, as set out in Schedule 1, and such Subscription Fees shall be invoiced by the Supplier quarterly in arrears on a pro-rated basis.

The Customer acknowledges that, in order to be granted the capability to burst its usage in accordance with this clause 4.2, the Customer must first opt-into bursting by written notification to the Supplier.

5. **Services**

- 5.1 The Supplier shall, during the Term, provide the Services and make available the Documentation to the Customer on and subject to the terms of this agreement.
- 5.2 Subject to the Customer's obligation under clause 10.3(d), the Supplier shall deliver the Services, including any accompanying third-party integrations, as applicable, in accordance with the Documentation, and any timelines agreed in writing between the parties.
- 5.3 The parties acknowledge and agree that availability and maintenance of the SaaS Services shall be governed in accordance with the availability and maintenance SLA set down in Schedule 2.
- 5.4 The Supplier will, as part of the Services and in consideration of the relevant fees set out in Schedule 1, provide the Customer with the Support Services in accordance with the Supplier's prevailing Support Services Policy. 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.

6. **Acceptance Testing**

- 6.1 Following delivery by the Supplier of the Deployment Services, access to the SaaS Services and/or any integration(s) to be provided under the terms of this agreement, the Customer may, subject to the terms of this clause 6, subject such Deployment Services, access and/or integration(s) to Acceptance Tests.
- 6.2 In the event that the Customer elects to conduct Acceptance Tests in accordance with clause 6.1:
 - (a) The Customer shall:
 - Provide the Supplier with prompt written notification of its intention to conduct Acceptance Tests, together with indicative details on the nature of the Acceptance Tests it intends to conduct;
 - Take reasonable steps to conduct and conclude any Acceptance Tests within the applicable Acceptance Testing Period and without placing an undue burden on the resources or operations of the Supplier; and
 - Provide the Supplier with prompt written notification of the conclusion and outcome of Acceptance Tests conducted, including, where applicable, such details and information as the Supplier may reasonably require for the purposes of re-configuration and/or re-testing in the event that an Acceptance Test is deemed by the Customer to have failed.
 - (b) The Supplier shall provide such assistance as is reasonably required by the Customer for the purposes of conducting the Acceptance Tests.

- 6.3 In the event that an Acceptance Test is deemed by the Customer to have failed, the Customer may, by written notice to the Supplier:
- (a) Require the Supplier, at no cost to the Customer, to reconfigure the relevant Deployment Services, access and/or integration(s) to pass repeat Acceptance Tests within ten (10) Business Days of the previous Acceptance Test failure whereupon the provisions of this clause 6 shall apply to the repeat Acceptance Tests; or
 - (b) Consider the relevant Deployment Services, access and/or integration(s) (or such part(s) thereof as the Customer determines) to have passed the relevant Acceptance Tests, thereby allowing such Acceptance Tests to be considered completed.
- 6.4 If the relevant Deployment Services, access and/or integration(s) reconfigured pursuant to clause 6.3(a) fails to pass repeat Acceptance Tests, the Customer may, by written notice to the Supplier, either:
- (a) Require the Supplier, at no cost to the Customer, to reconfigure the relevant Deployment Services, access and/or integration(s) to pass repeat Acceptance Tests within ten (10) Business Days of the previous Acceptance Test failure whereupon the provisions of this clause 6 shall apply to the repeat Acceptance Tests;
 - (b) Reject the relevant Deployment Services, access and/or integration(s), whereupon the Supplier shall promptly refund to the Customer all fees paid to the Supplier in relation to the relevant Deployment Services, access and/or integration(s); or
 - (c) Terminate this agreement under clause 16.2(b) for material breach by the Supplier which is incapable of remedy, whereupon the Supplier shall promptly refund to the Customer all fees paid to the Supplier in relation to the relevant Deployment Services, access and/or integration(s).
- 6.5 The Supplier acknowledges that:
- (a) Acceptance of any Deployment Services, access and/or integration(s) by the Customer in accordance with this clause 6 is without prejudice to any other rights or remedies available to the Customer under this agreement; and
 - (b) a failure by the Customer to identify a defect in any Deployment Services, access and/or integration(s) shall not relieve the Supplier of its obligation to provide such Deployment Services, access and/or integration(s) in accordance with the requirements of this agreement.

7. **Data Protection**

All personal data that the Supplier may use will be collected, processed, and held in accordance with the provisions of the Data Protection Legislation.

- 7.1 In this clause 7, “personal data”, “data subject”, “data controller”, “data processor”, and “personal data breach” shall have the meaning defined in the Data Protection Legislation.
- 7.2 The parties hereby agree that they shall both comply with all applicable data protection requirements set out in the Data Protection Legislation. This clause 7 shall not relieve either party of any obligations set out in the Data Protection Legislation and does not remove or replace any of those obligations.
- 7.3 For the purposes of the Data Protection Legislation and for this clause 7, the Customer is the “Data Controller” and the Supplier is the “Data Processor”.

- 7.4 The type(s) of personal data, the scope, nature and purpose of the processing, and the duration of the processing are set out in Schedule 4.
- 7.5 The Data Controller shall ensure that it has in place all necessary consents and notices required to enable the lawful transfer of personal data to the Data Processor for the purposes described in this agreement.
- 7.6 The Data Processor shall, with respect to any personal data processed by it in relation to its performance of any of its obligations under this agreement:
- a) Process the personal data only on the written instructions of the Data Controller unless the Data Processor is otherwise required to process such personal data by law. The Data Processor shall promptly notify the Data Controller of such processing unless prohibited from doing so by law.
 - b) Ensure that it has in place suitable technical and organisational measures to protect the personal data from unauthorised or unlawful processing, accidental loss, damage or destruction. Such measures shall be proportionate to the potential harm resulting from such events, taking into account the current state of the art in technology and the cost of implementing those measures.
 - c) Ensure that any and all staff with access to the personal data (whether for processing purposes or otherwise) are contractually obliged to keep that personal data confidential;
 - d) Not transfer any personal data outside of the United Kingdom or European Economic Area without the prior written consent of the Data Controller and only if the following conditions are satisfied:
 - The Data Controller and/or the Data Processor has/have provided suitable safeguards for the transfer of personal data;
 - Affected data subjects have enforceable rights and effective legal remedies;
 - The Data Processor complies with its obligations under the Data Protection Legislation, providing an adequate level of protection to any and all personal data so transferred; and
 - The Data Processor complies with all reasonable instructions given in advance by the Data Controller with respect to the processing of the personal data.
 - e) Assist the Data Controller at the Data Controller's cost, in responding to any and all requests from data subjects and in ensuring its compliance with the Data Protection Legislation with respect to security, breach notifications, impact assessments, and consultations with supervisory authorities or regulators (including, but not limited to, the Information Commissioner's Office);
 - f) Notify the Data Controller without undue delay of a personal data breach;
 - g) On the Data Controller's written instruction, delete (or otherwise dispose of) or return all personal data and any and all copies thereof to the Data Controller on termination of this agreement unless it is required to retain any of the personal data by law; and
 - h) Maintain complete and accurate records of all processing activities and technical and organisational measures implemented necessary to demonstrate compliance with this clause 7 and to allow for audits by the Data Controller and/or any party designated by the Data Controller.
- 7.7 The Data Controller acknowledges that the Data Processor may, and expressly

authorises the Data Processor to, sub-contract any of its obligations to a sub-processor with respect to the processing of personal data in connection with this agreement. In the event that the Data Processor appoints a sub-processor, the Data Processor shall:

- a) Enter into a written agreement with the sub-processor, which shall impose upon the sub-processor substantially similar obligations as are imposed upon the Data Processor by this clause 7 and which shall permit the Data Processor to enforce those obligations; and
- b) Ensure that the sub-processor complies fully with its obligations under that agreement and the Data Protection Legislation.

7.8 The Customer further acknowledges that the Supplier has appointed its licensor, Omningage Limited, incorporated and registered in the United Kingdom with company number 12965361, whose registered office is at c/o City, Chartered Accountants Suite 540, 5th Floor, Linen Hall, 162-168 Regent Street, London, England, W1B 5TF, as a sub-processor for the purposes of processing personal data, and delivering the SaaS Services, under this agreement.

8. Integrations and Third-Party Providers

- 8.1 The Supplier shall provide integration services as specified in Schedule 1, in particular for the purposes of integrating Connect and/or the Omningage Platform with Third-Party Services from time to time.
- 8.2 The Supplier shall use reasonable endeavours to maintain any integration with Third-Party Services for the purpose of delivering the Services. The Supplier reserves the right to remove, suspend, deactivate or limit any Third-Party Services integration at any time in its sole discretion.
- 8.3 The Supplier does not contract to supply the Third-Party Services and is not a party to any contract for, or otherwise responsible in respect of, the provision of any Third-Party Services. Fees may be payable by the Customer to the relevant third-party in respect of the use of Third-Party Services.
- 8.4 The Customer acknowledges and agrees that:
 - a) The activation of integrations with Third-Party Services may result in the transfer of Customer Data and/or personal data from Connect and/or the Omningage Platform to the relevant Third-Party Services and vice versa;
 - b) The Supplier has no control over, or responsibility for, any disclosure, modification, deletion or other use of Customer Data and/or personal data by any provider of Third-Party Services;
 - c) The Customer must ensure that it has in place the necessary contractual safeguards to ensure that the transfer of any personal data to, and use of personal data by, a provider of Third-Party Services is lawful; and
 - d) The Customer shall ensure that the transfer of Customer Data to a provider of Third-Party Services does not infringe any person's intellectual property rights or other legal rights and will not put the Supplier in breach of any applicable laws.
 - e) Any fees payable by the Customer to the Supplier in respect of integrations with Third-Party Services shall be set out in Schedule 1.
- 8.5 Subject to clause 15.2:
 - a) The Supplier gives no guarantees, warranties or representations in respect of

any Third-Party Services; and

- b) The Supplier shall not be liable to the Customer in respect of:
- The content or use of, or correspondence with, any Third-Party Services;
 - Any transaction(s) completed and/or contract(s) entered into with any provider of Third-Party Services; or
 - Any loss or damage that may be caused by Third-Party Services or any provider of Third-Party Services.

9. **Supplier's Obligations**

- 9.1 The Supplier undertakes that the Services will be performed in accordance with all applicable laws and regulations, the Documentation, industry best practice and with reasonable skill and care.
- 9.2 The undertaking at clause 9.1 shall not apply to the extent of any non-conformance which is caused by use of the SaaS Services contrary to the Supplier's instructions, or modification or alteration of the SaaS Services by any party other than the Supplier or the Supplier's duly authorised contractors or agents. If the SaaS Services do not conform with the foregoing undertaking, the Supplier will, at its expense, use all reasonable commercial endeavours to correct any such non-conformance promptly. Such correction constitutes the Customer's sole and exclusive remedy for any breach of the undertaking set out in clause 9.1, to the extent that such breach relates to the SaaS Services.
- 9.3 The Supplier:
- a) Does not warrant that:
- The Customer's use of the SaaS Services will be uninterrupted or error-free; or
 - The Omningage Platform, Documentation or Services will comply with any Heightened Cybersecurity 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 SaaS Services and Documentation may be subject to limitations, delays and other problems inherent in the use of such communications facilities.
- 9.4 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.
- 9.5 The Supplier warrants that:
- a) The Omningage Platform will operate substantially in accordance with the applicable Documentation for a period of thirty (30) days from the relevant date(s) of activation, (the **Warranty Period**);
- b) It has and will maintain all licences, consents, and permissions necessary for the performance of its obligations under this agreement; and
- c) The Omningage Platform and the SaaS Services are free from Viruses knowingly introduced by the Supplier and/or its licensor.
- 9.6 The Customer acknowledges that:

- a) Should the Omningage Platform fail to conform to the warranty set forth in clause 9.5(a) during the Warranty Period, then as the Customer's sole remedy, the Supplier will, at its option and expense, procure its repair, modification or replacement;
- b) The warranty set forth in clause 9.5(a) does not cover damage to the Omningage Platform resulting from a cause other than defect or malfunction, including improper storage, misuse or unreasonable use, neglect, accident or other hazard, unauthorised testing, combination or other integration, maintenance, servicing or modification of the Omningage Platform or part thereof;
- c) The Customer's sole remedy for a breach of the warranty set forth in clause:
 - 9.5(b) shall be a claim under the indemnity set down in clause 14.2 of this agreement; and
 - 9.5(c) shall be procurement by the Supplier of the prompt removal of any such Virus at the Supplier's sole cost and expense.

10. Customer's Obligations

- 10.1 The Customer hereby agrees to be bound by the terms of the End User Licence Agreement, a copy of which is set out at Schedule 5, and whose terms are hereby incorporated into this agreement.
- 10.2 The Customer hereby grants to the Supplier and its licensor a limited, non-exclusive, non-sublicensable, non-transferable licence to use, copy, store and display Customer Data for the purposes of providing the SaaS Services and improving and enhancing the overall user experience of the SaaS Services. The Customer additionally acknowledges that the Supplier and its licensor have the right to use or incorporate into the SaaS Services any suggestions, enhancement requests, recommendations or other feedback provided by the Customer.
- 10.3 The Customer shall:
 - a) Provide the Supplier with:
 - All co-operation reasonably required in connection with this agreement; and
 - Access to such information as may reasonably be required by the Supplier in order to provide the Services;
 - b) Provide the Supplier and its licensor, Omningage Limited, with such access to the Customer's Connect environment as may reasonably be required for the purposes of providing Support Services;
 - c) Without affecting its other obligations under this agreement, comply with all applicable laws and regulations with respect to its activities under this agreement;
 - d) 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;
 - e) Ensure that the Authorised Users use the SaaS Services and the Documentation in accordance with the terms and conditions of this agreement and shall be responsible for any Authorised User's breach of this agreement;
 - f) 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;

- g) Ensure that its network and systems comply with the relevant specifications provided by the Supplier from time to time; and
- h) Be solely responsible for procuring, maintaining and securing its network connections and telecommunications links from its systems to the Supplier's, and to any of the Supplier's sub-contractors', data centres.

10.4 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.

11. Charges and Payment

11.1 In consideration of provision of the Services, the Customer shall pay to the Supplier the Subscription Fees and other payables outlined in Schedule 1.

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

11.3 The Supplier shall invoice the Customer in accordance with the invoicing arrangements described in Schedule 1 and the Customer shall pay each invoice within thirty (30) days of the date of such invoice.

11.4 If the Supplier has not received payment by the applicable due date and the outstanding amount remains unpaid ten (10) Business Days thereafter following receipt of a notification from the Supplier requiring payment, then 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 SaaS 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 2% over the then current Bank of England base rate from time to time, commencing on the due date and continuing until fully paid, whether before or after judgment.

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

- a) Shall be payable in pounds sterling, unless otherwise agreed between the parties;
- b) Are, except where otherwise indicated, non-cancellable and non-refundable; and
- c) Are exclusive of value added tax, for which the relevant party shall be additionally liable and which shall be charged at the prevailing rate as applicable.

11.6 The Supplier shall be entitled to review and adjust the commercial terms set out in Schedule 1 at the start of each Renewal Period upon ninety (90) days' prior notice to the Customer and Schedule 1 shall be deemed to have been amended accordingly.

12. Proprietary Rights

12.1 The Customer acknowledges and agrees that the Supplier and/or its licensors own all intellectual property rights in the SaaS 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, trade marks (whether registered or unregistered), or any other rights or licences in respect of the SaaS Services or the Documentation.

- 12.2 The Supplier confirms that it has all the rights in relation to the SaaS 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.

13. Confidentiality and Compliance with Policies

13.1 **Confidential Information** means all confidential information (however recorded or preserved) disclosed by a party or its Representatives to the other party and that party's Representatives whether before or after the date of this agreement, including but not limited to:

- a) The existence and terms of this agreement or any agreement entered into in connection with this agreement;
- b) Any information that would be regarded as confidential by a reasonable business person relating to:
 - the business, assets, affairs, customers, clients, suppliers, plans, intentions or market opportunities of the disclosing party (or of any member of the group of companies to which the disclosing party belongs); and
 - the operations, processes, product information, know-how, designs, trade secrets or software of the disclosing party (or of any member of the group of companies to which the disclosing party belongs);
- c) Any information developed by the parties in the course of carrying out this agreement and the parties agree that:
 - Details of the SaaS Services, and the results of any performance tests of the SaaS Services, shall constitute Confidential Information; and
 - Customer Data shall constitute Confidential Information.

13.2 The provisions of this clause shall not apply to any Confidential Information that:

- a) Is or becomes generally available to the public (other than as a result of its disclosure by the receiving party or its Representatives in breach of this clause);
- b) Was available to the receiving party on a non-confidential basis before disclosure by the disclosing party;
- c) Was, is or becomes available to the receiving party on a non-confidential basis from a person who, to the receiving party's knowledge, is not bound by a confidentiality agreement with the disclosing party or otherwise prohibited from disclosing the information to the receiving party;
- d) The parties agree in writing is not confidential or may be disclosed; or
- e) Is developed by or for the receiving party independently of the information disclosed by the disclosing party.

13.3 Each party shall keep the other party's Confidential Information secret and confidential and shall not:

- a) Use such Confidential Information except for the purpose of exercising or performing its rights and obligations under or in connection with this agreement (**Permitted Purpose**); or

- b) Disclose such Confidential Information in whole or in part to any third-party, except as expressly permitted by this clause 13.
- 13.4 A party may disclose the other party's Confidential Information to those of its Representatives who need to know such Confidential Information for the Permitted Purpose, provided that:
 - a) It informs such Representatives of the confidential nature of the Confidential Information before disclosure; and
 - b) At all times, it is responsible for such Representatives' compliance with the confidentiality obligations set out in this clause.
- 13.5 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 13.5, it takes into account the reasonable requests of the other party in relation to the content of such disclosure.
- 13.6 Each party reserves all rights in its Confidential Information. No rights or obligations in respect of a party's Confidential Information other than those expressly stated in this agreement are granted to the other party, or to be implied from this agreement.
- 13.7 On termination or expiry of this agreement, each party shall:
 - a) Destroy or return to the other party all documents and materials (and any copies) containing, reflecting, incorporating or based on the other party's Confidential Information;
 - b) Erase all the other party's Confidential Information from computer and communications systems and devices used by it, including such systems and data storage services provided by third parties (to the extent technically and legally practicable); and
 - c) Certify in writing to the other party that it has complied with the requirements of this clause, provided that a recipient party may retain documents and materials containing, reflecting, incorporating or based on the other party's Confidential Information to the extent required by law or any applicable governmental or regulatory authority. The provisions of this clause shall continue to apply to any such documents and materials retained by a recipient party.
- 13.8 No party shall make, or permit any person to make, any public announcement concerning this agreement without the prior written consent of the other party (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.
- 13.9 Except as expressly stated in this agreement, no party makes any express or implied warranty or representation concerning its Confidential Information.
- 13.10 The above provisions of this clause 13 shall continue to apply after termination or expiry of this agreement.
- 13.11 In performing its obligations under this agreement the Customer shall comply with the Mandatory Policies.

14. Indemnity

- 14.1 The Customer shall defend, indemnify and hold harmless the Supplier against any and all liabilities, damages, losses, costs and expenses (including legal expenses and amounts reasonably paid in settlement of legal claims, actions or proceedings), arising out of or in connection with:
- (a) breach by the Customer of its obligations under this agreement, or otherwise in connection with the Customer's use of the SaaS Services and/or Documentation; and/or
 - (b) any third-party claim relating to the Exclusions outlined in clause 14.4.
- 14.2 The Supplier shall defend the Customer, its officers, directors and employees against any claim that the Customer's use of the SaaS Services or Documentation in accordance with this agreement infringes any third-party's intellectual property rights, 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;
 - b) The Customer does not make any admission, or otherwise attempt to compromise or settle the claim and 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.
- 14.3 In the defence or settlement of any claim, the Supplier may procure the right for the Customer to continue using the SaaS Services or replace or modify the SaaS Services so that they become non-infringing. In the event that such continued use, replacement or modification is not available, possible or reasonably practicable in the circumstances, the Supplier may terminate this agreement on the provision of thirty (30) days' written notice to the Customer. Where the Supplier terminates pursuant to this clause 14.3, the Supplier shall promptly refund to the Customer all prepaid fees relevant to the infringement allegation, on a pro-rated basis.
- 14.4 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 SaaS Services or Documentation by anyone other than the Supplier;
 - b) The Customer's use of the SaaS Services or Documentation in a manner contrary to the instructions given to the Customer by the Supplier;
 - c) Any use of the SaaS Services or Documentation in combination with any third-party software or products that are not expressly authorised by the Supplier; or
 - d) The Customer's continued use of the SaaS Services or Documentation after notice of the alleged or actual infringement from the Supplier or any appropriate authority.
- (Collectively referred to as the **Exclusions**).
- 14.5 Subject to clause 15.3, this clause 14 states the Customer's sole and exclusive rights and remedies, and the Supplier's entire obligations and liability, for infringement of any patent, copyright, trade mark, database right or right of confidentiality.

15. Limitation of Liability

15.1 Except as expressly and specifically provided in this agreement:

- a) 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;
- b) The SaaS Services and the Documentation are provided to the Customer on an “as is” basis; and
- c) The Customer assumes sole responsibility for the results obtained from its use of the SaaS Services and Documentation and for any conclusions drawn from such results. 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 SaaS Services or for any actions taken by the Supplier at the Customer's direction.

15.2 Nothing in this agreement excludes the liability of either party:

- a) For death or personal injury caused by negligence; or
- b) For fraud or fraudulent misrepresentation.

15.3 Subject to clause 15.2:

- a) Neither party shall 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 consequential loss, costs, damages, charges or expenses however arising under this agreement; and
- b) The Supplier's total aggregate liability in contract, 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 value of the Subscription Fees paid for the User Subscriptions during the twelve (12) months immediately preceding the date on which the claim arose.

16. Term and Termination

16.1 This agreement shall, unless otherwise terminated as provided in this clause 16, commence on the Effective Date and shall continue for a period of [X] months, (the **Initial Term**) and, thereafter, this agreement shall be automatically renewed for successive periods of twelve (12) months (each a **Renewal Period**), unless:

- a) Either party notifies the other party of termination, in writing, at least ninety (90) days before the end of the Initial Term or any Renewal Period, in which case this agreement shall terminate upon the expiry of the applicable Initial Term or Renewal Period; or
- b) Otherwise terminated in accordance with the provisions of this agreement;
And the Initial Term together with any subsequent Renewal Periods shall constitute the **Term**.

16.2 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 ten (10) Business 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 and (if such breach is remediable) fails to remedy that breach within a period of ten (10) Business 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 (**IA 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 IA 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;
- f) 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 clauses 16.2(c) to 16.2(e) (inclusive);
- g) The other party's financial position deteriorates so far as to reasonably justify the opinion that its ability to give effect to the terms of this agreement is in jeopardy; or
- h) there is a change of Control of the other party.

16.3 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 SaaS Services and/or the Documentation;
- 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 parties shall comply with their respective obligations under clause 13.7 relating to the secure destruction, return and/or erasure of Confidential Information, as applicable;
- d) The Supplier shall comply with any instructions issued by the Customer under clause 7.6(g) relating to the secure deletion, disposal and/or return of personal data, as applicable;
- e) The Supplier shall, for a period of up to six (6) months following the date of termination, and at the Customer's written request, provide such co-operation and support as may reasonably be required to facilitate an orderly transfer of delivery of the Services to an alternative provider or to the Customer. The Customer acknowledges that any such support shall be provided at the Customer's reasonable costs which shall be subject to written agreement between the parties in advance; and
- f) 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.

17. **Force Majeure**

17.1 If a party (the **Affected Party**) is prevented, hindered or delayed from or in performing any of its obligations under this agreement, by a Force Majeure Event:

- a) The Affected Party's obligations under this agreement are suspended while the Force Majeure Event continues and to the extent that it is prevented, hindered or delayed;
- b) As soon as reasonably possible after the start of the Force Majeure Event, the Affected Party shall notify the other party (the **Non-Affected Party**) in writing of the Force Majeure Event, the date on which the Force Majeure Event started and the effects of the Force Majeure Event on its ability to perform its obligations under this agreement;
- c) The Affected Party shall make all reasonable efforts to mitigate the effects of the Force Majeure Event on the performance of its obligations under this agreement; and
- d) As soon as reasonably possible after the end of the Force Majeure Event, the Affected Party shall notify the Non-Affected Party in writing that the Force Majeure Event has ended and resume performance of its obligations under this agreement.

17.2 If the Force Majeure Event continues for more than thirty (30) days starting on the day the Force Majeure Event starts, the Non-Affected Party may terminate this Agreement by giving notice in writing to the Affected Party.

18. **Conflict**

In the event of any conflict or inconsistency between the terms of this agreement and the terms of the End User Licence Agreement, then the terms of this agreement shall prevail and take precedence.

19. **Variation**

Except as permitted under clause 11.6, no variation of this agreement shall be effective unless it is in writing and signed by the parties (or their authorised representatives).

20. **Waiver**

20.1 A waiver of any right or remedy is only effective if given in writing and shall not be deemed a waiver of any subsequent right or remedy.

20.2 A delay or failure to exercise, or the single or partial exercise of, any right or remedy shall not waive that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy.

21. **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.

22. **Severance**

22.1 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.

22.2 If any provision or part-provision of this agreement is deemed deleted under clause 22.1 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.

23. Entire Agreement

23.1 This agreement constitutes the entire agreement between the parties and supersedes and extinguishes all previous and contemporaneous agreements, promises, assurances and understandings between them, whether written or oral, relating to its subject matter.

23.2 Each party acknowledges that in entering into this agreement it does not rely on any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this agreement.

24. Assignment

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

24.2 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.

25. 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).

26. Third-Party Rights

This agreement does not confer any rights on any person or party (other than the Supplier's licensor under clause 10.1, the parties to this agreement and, where applicable, their successors and permitted assigns) pursuant to the Contracts (Rights of Third Parties) Act 1999.

27. Counterparts

This agreement may be executed in any number of counterparts, each of which shall constitute a duplicate original, but all the counterparts shall together constitute the one agreement.

28. Notices

28.1 Any notice 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 Business Day delivery service at its registered office (if a company) or its principal place of business (in any other case); or
- b) Sent by email to an address specified in writing by the party to be served, in the case of the Supplier, by email to svlaccounts@svl.co.uk.

28.2 Any notice 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 Business 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 Business Hours in the place of receipt, when Business Hours resume.

28.3 This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

29. **Anti-Bribery, Anti-Slavery and Tax Evasion**

29.1 The Supplier confirms that it has not offered, given or agreed to give to any person employed by or connected with the Customer any gift or other consideration of any kind as an inducement, or is aware of the doing, or of the forbearing to do, any action in relation to the entry of the Supplier into this agreement.

29.2 The Supplier undertakes to the Customer that:

- (a) It will comply with applicable laws, regulations, codes and sanctions relating to anti-bribery and anti-corruption including but not limited to the Bribery Act 2010 (**Anti-Bribery Law**);
- (b) It will not engage in any act of bribery;
- (c) It will procure that any and all associated persons who are performing services in connection with this agreement comply with this clause 29;
- (d) It has and will maintain in place effective procedures designed to prevent any associated person from undertaking any conduct that would give rise to an offence under Anti-Bribery Law;
- (e) It has and will maintain in place effective accounting procedures and internal controls necessary to record all expenditure in connection with this agreement;
- (f) At the reasonable request of the Customer, it will, from time to time, confirm in writing that it has complied with its undertakings under this clause 29.2 and will provide any information reasonably requested by the Customer in support of such compliance; and
- (g) It shall notify the Customer as soon as practicable of any breach of any of the undertakings contained within this clause 29 of which it becomes aware.

29.3 Breach of any of the undertakings in this clause 29 shall be deemed a material breach for the purpose of clause 16.2(b) and shall not be capable of being remedied.

29.4 In performing its obligations under this agreement, the Supplier shall ensure that each of its sub-contractors shall comply with all applicable laws, statutes, regulations and codes from time to time in force relating to the prevention of slavery and human trafficking including but not limited to the Modern Slavery Act 2015.

29.5 The Supplier undertakes to the Customer that it shall:

- (a) Not engage in any activity, practice or conduct which would constitute either a UK tax evasion facilitation offence or a foreign tax evasion facilitation offence under sections 45(1) and/ or 46(1) of the Criminal Finances Act 2017 together and respectively;
- (b) Have and maintain in place throughout the Term such policies and procedures as are reasonable in all the circumstances to prevent the facilitation of tax

evasion by another person (including without limitation any substitute), in accordance with any guidance issued under section 47 of the Criminal Finances Act 2017; and

- (c) Promptly report to the Customer any request or demand received by it from a third-party to facilitate the evasion of tax within the meaning of Part 3 of the Criminal Finances Act 2017 in connection with the performance of this agreement.

30. 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 interpreted in accordance with the law of England and Wales.

31. 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).

IN WITNESS WHEREOF this agreement has been duly executed the day and year first before written

SIGNED by

[Name and Title of person signing for Customer]

for and on behalf of

[NAME OF COMPANY]

Date

SIGNED by

[Name and Title of person signing for Supplier]

for and on behalf of

SVL BUSINESS SOLUTIONS LIMITED

Date

SCHEDULE 1

Products, Services, Fees and Invoicing

1. Products and Services

Deliverables and Project Scope

- [Amazon Connect Contact Centre deployment]
- [Omningage Agent/Supervisor Desktop deployment]
- [Voice, email and chat routing]
- [User training]
- [Handover platform to Customer for testing and sign-off]

Integration(s)

- [Integration with [DETAILS TBC]]
- [Integration with [DETAILS TBC]]
- [Integration with [DETAILS TBC]]

Product Features

- [An omnichannel user desktop for contact centre staff, including agents and supervisors]
- [Real-time monitoring of KPI via data-rich dashboards built into agent/supervisor desktop application]
- [Interactions recording and searching]
- [Interactions history]
- [Reporting]
- [Integrations as outlined in this Schedule 1]

Out of Scope and Limitations

- [Any additional integration, development or customisation requirements not already acknowledged within this Schedule 1 or previously agreed in writing between the parties]
- [Deployment of new or additional services and/or contact flows not already agreed in writing between the parties]

2. Fees

Professional Services (One-Off Cost(s))

• [Design, installation and training for Amazon	£[TBC]
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Connect] • [Design, installation and onsite training for Omningage Agent/Supervisor Desktop] • [Bespoke development services; [DETAILS TBC]] • [Integration(s); [DETAILS TBC]] • [SVL project management and consultancy services*] [*Estimated [TBC] days of project management are required for this project.]	
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Managed Service Package (Annual Cost(s))

• [User and Group Management (Moves, Additions, changes)] • [IVR Config Management (Moves, Additions, changes)] • [Routing Management (Moves, Additions, changes)] • [DDI/Number Management (Moves, Additions, changes)] [Charged at a rate of £[TBC] per user per month] [UK Business Hours Support; 09:00 – 17:00, Monday to Friday]	£[TBC] per annum
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Licence Fees (Annual Cost(s))

Based on [TBC] agents:

• [Omningage Agent/Supervisor Desktop [(full omnichannel including email, chat, WhatsApp and social media)]. Charged at a rate of £[TBC] per user per month]	£[TBC] per annum
• [Integration(s); [DETAILS TBC]. Charged at a rate of £[TBC] per user per month]	£[TBC] per annum
• [Omningage IQ; Advanced Reports. Charged at a rate of £[TBC] per user per month]	£[TBC] per annum

Acknowledgments:

The parties hereby acknowledge that:

- In accordance with clause 2 of this agreement:
 - any fees or other payables incurred by the Customer in connection with its subscription to Connect during the Term, shall be invoiced by Amazon Web Services to the Customer, and paid by the Customer to Amazon Web Services, directly; and
 - the Customer shall additionally maintain an agreement for the provision of

business level support, or any higher level of support, with Amazon Web Services, for the duration of the Term;

- The aforementioned fee tables do not include Amazon Web Services' sundry compute costs; and
- In the event that the Customer elects to burst its usage in accordance with clause 4.2:
 - the resulting additional User Subscriptions shall be charged at a premium rate of £[TBC] per user per month; and
 - a User Subscription shall be considered issued and used, and shall therefore be fully chargeable, from the point of first-login, notwithstanding that such login may only be momentary in nature.

3. Invoicing

The parties hereby acknowledge that:

- a) Except where the Customer elects to burst its usage in accordance with clause 4.2, Subscription Fees and other fees payable on a recurring basis shall be invoiced by the Supplier annually in advance from the Effective Date.
- b) In the event that the Customer elects to burst its usage in accordance with clause 4.2, the resulting additional Subscription Fees shall be invoiced by the Supplier quarterly in arrears on a pro-rated basis.
- c) Non-recurring, setup, implementation, support, project management and consultancy fees shall be invoiced by the Supplier in accordance with the following milestone payment schedule:
 - 50% on placement of order; and
 - 50% on completion of the relevant and respective works.

SCHEDULE 2

Availability and Maintenance SLA

This Schedule 2 sets out the Supplier's availability and maintenance commitments relating to the SaaS Services.

1. Availability

- a) In this Schedule 2, "uptime" means the percentage of time during a given period when the SaaS Services are available at the gateway between public internet and the network of the hosting provider for the SaaS Services.
- b) The Supplier shall use reasonable endeavours to maintain availability of the SaaS Services as follows and as applicable:

Service	Availability Service Level
Omningage Agent/Supervisor Desktop (master server)	99.9%

- c) The Supplier shall measure uptime monthly during the term of this agreement and shall report a summary of such measurements to the Customer promptly upon the Customer's reasonable written request.
- d) Downtime caused by one or more of the following matters shall not be taken into consideration when calculating whether or not availability service levels have been met:
 - Force Majeure Event(s);
 - Fault or failure of the internet or any public telecommunications network;
 - Fault or failure of a third-party product integrated with the SaaS Services and/or the Omningage Platform;
 - Fault or failure of the Supplier's hosting provider for the SaaS Services, unless such fault or failure constitutes an actionable breach of the contract between the Supplier and that company;
 - Fault or failure of the Customer's computer systems or networks;
 - Any breach by the Customer of this agreement; or
 - Planned maintenance conducted in accordance with this availability and maintenance SLA.

2. Service Credits

- a) In the event that one or more products fails to meet the respective availability SLA(s) during a particular month, the Customer may submit a written request for service credits in the amounts set forth below, as applicable for the month in question:

Shortfall to Applicable Availability SLA	Service Credit Due to Customer
≤1%	1%
>1% but ≤3%	3%
>3% but ≤5%	5%
>5%	7%

- b) Service credit percentages shall be applied to the pro-rated Subscription Fee(s) payable by the Customer to the Supplier for the non-compliant product(s) during the month in question.
- For example purposes, if a product which requires availability of 99.9% was found to have delivered 97.8% uptime during a particular month, representing a shortfall of $(99.9\% - 97.8\% =) 2.1\%$, a service credit of 3% for the month in question could be requested by the Customer.
- c) The Supplier may, at its sole option, either set-off service credits against future sums payable by the Customer, or, request that the Customer raise an invoice for the amount in question. In the event that the Customer raises an invoice, payment for service credits shall be due thirty (30) days from the date of the invoice.
- d) Requests for service credits must be made by the Customer in writing and must be received by the Supplier no more than thirty (30) days from the end of the month during which non-compliance with the applicable availability SLA(s) arose.
- e) The service credits outlined within this Schedule 2 are the Customer's sole and exclusive remedy for failure by the Supplier to maintain availability of the SaaS Services in accordance with the applicable service level(s).

3. Maintenance

- a) The Supplier shall use reasonable endeavours to perform maintenance, or procure the performance of maintenance, on the SaaS Services at such times so as to minimise any adverse impact on the Customer's operations.
- b) The parties acknowledge that the Supplier may from time to time suspend or interrupt access to the SaaS Services for the purposes of planned and emergency maintenance:
- The Supplier shall where reasonably practicable give to the Customer at least five (5) Business Days' prior written notice of planned maintenance that will, or is likely to, affect the availability of the SaaS Services; and
 - The Supplier shall give to the Customer as much notice of emergency maintenance that will, or is likely to, affect the availability of the SaaS Services as is reasonably practicable in the prevailing circumstances.

SCHEDULE 3

Support Services Policy

[INSERT URL/TBC]

SCHEDULE 4

Data Processing

1. Categories of Data Subject

Personal data belonging to the following categories of data subject shall be processed for the purposes of delivering the Services, as applicable:

- a) [Employees of the Customer];
- b) [Representatives of the Customer's clients];
- c) [The Customer's own B2C consumers]; and
- d) Such other categories of data subject as may reasonably be necessary for the purposes of delivery of the Services.

2. Types of Personal Data

The following types of personal data shall be processed for the purposes of delivering the Services, as applicable:

- a) [Names];
- b) [Addresses];
- c) [Email addresses];
- d) [Telephone numbers];
- e) [IP addresses];
- f) [Identification information]; and
- g) Such other personal data as may reasonably be necessary for the purposes of delivery of the Services.

3. Purposes of Processing

Personal data shall be processed for the purposes of delivering the Services in accordance with the terms of this agreement.

4. Duration of Processing

Personal data shall be processed for the duration of the Term.

5. Sub-Processors of Personal Data

The following organisations shall act as sub-processors for the purposes of delivering the Services:

Organisation	Country of Incorporation	Registered Address
Omningage Limited	United Kingdom	c/o City, Chartered Accountants Suite 540, 5th Floor, Linen Hall, 162-168 Regent Street, London, England, W1B 5TF
[TBC]	[TBC]	[TBC]

SCHEDULE 5

End User Licence Agreement

PLEASE READ CAREFULLY BEFORE ACCESSING ANY SERVICES OR USING ANY SOFTWARE:

This licence agreement (Licence) is a legal agreement between you (Licensee or you) and Omningage Limited of c/o City, Chartered Accountants Suite 540, 5th Floor, Linen Hall, 162-168 Regent Street, London, England, W1B 5TF (Licensor, us or we) for:

- Our services and any data supplied with the services (Services).
- Any online software applications provided as part of the Services (Software).
- Any online documents provided as part of the Services (Documents).

We license use of the Services, Software and Documents to you on the basis of this Licence. We do not sell the Services, Software or Documents to you. We, or our licensors, remain the owners of the Services, Software and Documents at all times.

IMPORTANT NOTICE TO ALL USERS:

- BY USING OUR SERVICES, SOFTWARE OR DOCUMENTS YOU AGREE TO THE TERMS OF THIS LICENCE WHICH WILL BIND YOU AND YOUR EMPLOYEES.
- IF YOU DO NOT AGREE TO THE TERMS OF THIS LICENCE YOU MUST NOT DOWNLOAD OR ACCESS THE SERVICES, SOFTWARE OR DOCUMENTS.

1. LICENCE

1.1 The following defined terms are used in this Licence:

- (a) Authorised Users means the employees, agents and independent contractors of you, your subsidiaries and affiliates, who you authorise to use the Services, the Software and the Documents.
- (b) Good Industry Practice means the exercise of that degree of skill, care, prudence, efficiency, foresight and timeliness as would be expected from a leading company within the relevant industry or business sector.
- (c) Licensee Data means the data inputted by or on behalf of you, for the purpose of using or facilitating your use of the Services, Software or Documents and any data generated by, or derived from your use of the Services, Software or

Documents, whether hosted or stored within the Services, Software or Documents or elsewhere.

- (d) User Subscriptions means the user subscriptions purchased by you, or on your behalf, from the Licensor (or an entity authorised by the Licensor to provide them), in accordance with the terms of the agreement you hold with that entity, which entitle Authorised Users to access and use the Services, Software and the Documents in accordance with this agreement.
 - (e) Viruses 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 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.
 - (f) Vulnerability means a weakness in the computational logic (for example, code) found in software and hardware components that, when exploited, results in a negative impact to confidentiality, integrity, or availability, and the term Vulnerabilities shall be construed accordingly.
- 1.2 In consideration of payment by you of the agreed licence fee and you agreeing to abide by the terms of this Licence, we grant to you a limited, non-exclusive, non-transferable, revocable licence, without the right to sublicense, to access and use the Services (and the Software and the Documents in connection with the Services) on the terms of this Licence, solely for your internal business operations.
- 1.3 You shall:
- (a) provide the Licensor with:
 - all necessary co-operation in relation to this Licence; and
 - all necessary access to such information as may be required by the Licensor, to the extent required to provide the Services, Software and Documents including but not limited to Licensee Data, security access information and configuration services;
 - (b) without affecting your other obligations under this Licence, comply with all applicable laws and regulations with respect to your activities under this Licence; and
 - (c) ensure that your network and systems comply with the relevant specifications provided by the Licensor from time to time.
- 1.4 You shall have sole responsibility for the legality, reliability, integrity, accuracy and quality of all Licensee Data. You hereby license us to use the Licensee Data for:
- (a) the proper performance of the Services, including the provision of the Software and the Documents;
 - (b) the purposes set out in our Privacy Notice as described in clause 8; and
 - (c) all other purposes relevant to the proper exercise of our rights and obligations under this agreement.
- 1.5 You undertake that:
- (a) the maximum number of Authorised Users that you authorise to access and use the Services, Software and the Documents shall not exceed the number of User Subscriptions you have purchased from time to time;
 - (b) you will not allow or suffer any User Subscription to be used by more than one individual Authorised User unless it has been reassigned in its entirety to another individual Authorised User, in which case the prior Authorised User

shall no longer have any right to access or use the Services, Software and/or Documents;

- (c) you shall permit the Licensor or the Licensor's designated auditor to audit the Services to verify that your use of the Services, Software and Documents does not exceed the total number of User Subscriptions purchased. This audit may take place physically on the Licensee's premises, or remotely, at the Licensor's option, and the Licensor may deploy reasonable online audit tools via the Services for these purposes;
- (d) you shall supervise and control use of the Services, Software and Documents and ensure they are used by your employees and representatives only in accordance with the terms of this Licence; and
- (e) you shall comply with all applicable technology control or export laws and regulations.

2. RESTRICTIONS

2.1 Except as expressly set out in this Licence or as permitted by any local law which is incapable of exclusion by agreement between the parties, you shall not:

- (a) attempt to copy, modify, duplicate, create derivative works from, frame, mirror, republish, download, display, transmit, or distribute all or any portion of the Software, Services and/or Documents (as applicable) in any form or media or by any means; or
- (b) attempt to de-compile, reverse compile, disassemble, reverse engineer or otherwise reduce to human-perceivable form all or any part of the Software or Services;
- (c) access all or any part of the Services, Software or Documents to build a product or service which competes with the Services, Software or the Documents;
- (d) use the Services, Software or Documents to provide services to third parties;
- (e) license, sell, rent, lease, transfer, assign, distribute, display, disclose, or otherwise commercially exploit, or otherwise make the Services, Software or Documents available to any third-party except the Authorised Users; or
- (f) attempt to obtain, or assist third parties in obtaining, access to the Services, Software or Documents, other than as provided under this Licence.

2.2 You shall not use the Services to:

- (a) distribute or transmit to the Licensor any Viruses or Vulnerability and shall implement procedures in line with Good Industry Practice to prevent such distribution or transmission;
- (b) store, access, publish, disseminate, distribute or transmit any material which:
 - is unlawful, harmful, threatening, defamatory, obscene, infringing, harassing or racially or ethnically offensive;
 - facilitates illegal activity;
 - depicts sexually explicit images;
 - promotes unlawful violence;
 - is discriminatory based on race, gender, colour, religious belief, sexual orientation, disability; or
 - is otherwise illegal or causes damage or injury to any person or property,

And we reserve the right, on no less than thirty (30) days' prior written notice to you, such notice specifying the breach of this clause and requiring it to be remedied within the thirty (30) day period, to disable your access to the Services, Software and Documents for the duration of time that the breach

remains unremedied.

3. INTELLECTUAL PROPERTY RIGHTS

- 3.1 You acknowledge that all intellectual property rights in the Services, Software and Documents anywhere in the world belong to us or our licensors, that rights in the Services, Software and Documents are licensed (not sold) to you, and that you have no rights in, or to, the Services, Software or the Documents other than the right to use them in accordance with the terms of this Licence.
- 3.2 You acknowledge that you have no right to have access to any Software in source code form.

4. LIMITATION OF LIABILITY

- 4.1 You accept responsibility for the selection of the Services to achieve your intended results and acknowledge that the Services, Software and Documents have not been developed or designed to meet or support any individual requirements you have, including any particular cybersecurity requirements you might be subject to, or any regulated activity that you may be engaged in, including the provision of an online intermediation service, an online search engine or service that facilitates online interaction between users (such as, but not limited to, a social media platform) (each a Regulated Activity). If you use the Services for any Regulated Activity you agree to comply with any requirements that apply to such Regulated Activity from time to time (including in any jurisdiction in which you operate or where the Regulated Activity is undertaken) and you shall defend, indemnify and hold us harmless against any loss or damage (including regulatory fines or penalties) costs (including legal fees) and expenses which we may suffer or incur as a result of your breach of this clause 4.1.
- 4.2 We only supply the Services, Software and Documents for internal use by your business, and you agree not to use the Services, Software or Documents for any resale purposes.
- 4.3 We shall not in any circumstances whatever be liable to you, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, arising under or in connection with the Licence for:
 - (a) loss of profits, sales, business, or revenue;
 - (b) business interruption;
 - (c) loss of anticipated savings;
 - (d) wasted expenditure;
 - (e) loss or corruption of data or information;
 - (f) loss of business opportunity, goodwill or reputation; or
 - (g) any special, indirect or consequential loss, damage, charges or expenses.
- 4.4 Other than the losses set out in clause 4.3 (for which we are not liable), our maximum aggregate liability under or in connection with this Licence whether in contract, tort (including negligence) or otherwise, shall in all circumstances be limited to the value of the fees received by us in connection with your use of the Services, Software and Documents, attributable to the twelve (12) month period immediately preceding the first event giving rise to such liability. This maximum cap does not apply to clause 4.5.
- 4.5 Nothing in this Licence shall limit or exclude our liability for:
 - (a) death or personal injury resulting from our negligence;
 - (b) fraud or fraudulent misrepresentation; or
 - (c) any other liability that cannot be excluded or limited by English law.
- 4.6 This Licence sets out the full extent of our obligations and liabilities in respect of the supply of the Services, Software and Documents. Except as expressly stated in this Licence, there are no conditions, warranties, representations or other terms, express

or implied, that are binding on us. Any condition, warranty, representation or other term concerning the supply of the Services and Documents which might otherwise be implied into, or incorporated in, this Licence whether by statute, common law or otherwise, is excluded to the fullest extent permitted by law.

5. TERMINATION

- 5.1 We may terminate this Licence immediately by written notice to you if you commit a material or persistent breach of this Licence which you fail to remedy (if remediable) within 14 days after the service of written notice requiring you to do so.
- 5.2 On termination for any reason:
- (a) all rights granted to you under this Licence shall cease;
 - (b) you must immediately cease all activities authorised by this Licence; and
 - (c) you must immediately and permanently delete or disable interfaces to the Services from all computer equipment in your possession, and immediately destroy, delete or return to us (at our option) all copies of the Documents and Software then in your possession, custody or control and, in the case of destruction or deletion, certify to us that you have done so.

6. COMMUNICATIONS BETWEEN US

- 6.1 We may update the terms of this Licence at any time. Your continued use of the Services, Software and Documents shall constitute your acceptance to the terms of this Licence, as varied. If you do not wish to accept the terms of the Licence (as varied) you must immediately stop using and accessing the Services, Software and Documents.
- 6.2 If we have to contact you, we will do so by email or by pre-paid post to the address you provided in accordance with your order for the Services.
- 6.3 Any notice:
- (a) given by us to you will be deemed received and properly served 24 hours after it is first posted on our website, 24 hours after an email is sent, or three days after the date of posting of any letter; and
 - (b) given by you to us will be deemed received and properly served 24 hours after an email is sent, or three days after the date of posting of any letter.
- 6.4 In proving the service of any notice, it will be sufficient to prove, in the case of posting on our website, that the website was generally accessible to the public for a period of 24 hours after the first posting of the notice; in the case of a letter, that such letter was properly addressed, stamped and placed in the post to the address of the recipient given for these purposes; and, in the case of an email, that such email was sent to the email address of the recipient given for these purposes.

7. EVENTS OUTSIDE OUR CONTROL

- 7.1 We will not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations under this Licence that is caused by an Event Outside Our Control. An Event Outside Our Control is defined below in clause 7.2.
- 7.2 An Event Outside Our Control means any act or event beyond our reasonable control, including without limitation failure of public or private telecommunications networks.
- 7.3 If an Event Outside Our Control takes place that affects the performance of our obligations under this Licence:
- (a) our obligations under this Licence will be suspended and the time for performance of our obligations will be extended for the duration of the Event Outside Our Control; and
 - (b) we will use our reasonable endeavours to find a solution by which our obligations under this Licence may be performed despite the Event Outside Our Control.

8. HOW WE MAY USE YOUR PERSONAL INFORMATION

Under data protection legislation, we are required to provide you with certain information about who we are, how we process the personal data of those individuals who use the Services, Software and the Documents and for what purposes and those individuals' rights in relation to their personal data and how to exercise them. This information is provided via <https://www.omningage.cloud/dataprotection/> (Privacy Notice) and it is important that you read that information.

9. OTHER IMPORTANT TERMS

- 9.1 We may transfer our rights and obligations under this Licence to another organisation, but this will not affect your rights or our obligations under this Licence.
- 9.2 You may only transfer your rights or your obligations under this Licence to another person if we agree in writing.
- 9.3 This Licence constitutes the entire agreement between us and supersedes and extinguishes all previous and contemporaneous agreements, promises, assurances and understandings between us, whether written or oral, relating to its subject matter.
- 9.4 You acknowledge that in entering into this Licence you do 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 Licence.
- 9.5 You agree that you shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in this Licence.
- 9.6 A waiver of any right or remedy is only effective if given in writing and shall not be deemed a waiver of any subsequent right or remedy.
- 9.7 A delay or failure to exercise, or the single or partial exercise of, any right or remedy shall not waive that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy.
- 9.8 Each of the provisions of this Licence operates separately. If any court or competent authority decides that any of them are unlawful or unenforceable, the remaining provisions will remain in full force and effect.
- 9.9 This Licence, its subject matter and its formation (and any non-contractual disputes or claims) are governed by English law. We both irrevocably agree to the exclusive jurisdiction of the courts of England and Wales



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