

SUBSCRIPTION ORDER FORM

Subscriber's Entity Name:	[Company/public agency Legal Name]
Subscriber's Primary Address:	[Company/public agency Primary Address]
Subscriber's Registration Number and/or Tax ID:	
Subscriber's principal point of contact:	[name and email]
Podaris principal point of contact:	[name and email]
Subscriber's Organisation:	[if relevant, specify group companies that can use the subscription – see definition in Ts&Cs]
Licensed Territory:	
Administrators ¹ :	[indicate names of Administrators]
Paid Users:	[indicate names/number of Paid Users; Indicate if Subscription can be varied during the Subscription Term in respect of the number of Paid Users]
Commencement Date:	
Subscription Term:	
Subscription Renewal Term:	
Subscription Fee:	
Payment Terms:	As per Clause 14 of the Platform Ts&Cs unless otherwise defined here
Support Services:	Any support services that may be agreed in Schedule C or Appendices
Special terms:	[Set out any special terms here or in a Schedule]
Schedules:	Schedule A: Data Processing Schedule Schedule B: Support Terms and Conditions Schedule C: Service Levels/Support Packages [other schedules can be added to set out details of fees, special terms etc]

¹ Note: Administrators and Paid Users named in this Order Form are authorised by the Subscriber to modify the number of Paid Users permitted to access the Podaris Platform and to nominate additional Paid Users and Free Users.

This Order Form relates to the Subscriber's subscription to the Podaris web-hosted project collaboration platform ("**Podaris Platform**") or the "**Platform**" and together with all related services provided by Podaris, the "**Service**") offered and run as a hosted software service by Podaris Ltd ("**Podaris**"). The Podaris Platform, operated under the brand PODARIS is a real-time, browser-based, project collaboration platform for planners, engineers, policymakers, and public stakeholders.

This Subscription Order Form together with the Podaris Platform Terms and Conditions and the Schedules form a contract between the Subscriber whose details are set out above and Podaris (the "**Agreement**").

Any amendment to, or modification of, this Agreement must be in writing and signed by authorised representatives of both parties. In the event that any legal terms incorporated by authorised representatives of the parties in or in connection with a subscription are inconsistent with the terms of this Agreement, this Agreement shall prevail, save: (i) insofar as any special terms are expressly included in the Order Form or in a Schedule to the Agreement and confirmed in writing by an authorised representative of Podaris and the Subscriber; or (ii) to the extent that the parties agree in writing on terms that are expressly stated to apply notwithstanding the terms of this Agreement.

In the event of a conflict between the Podaris Platform Terms and Conditions and the terms set out in the Order Form or the Schedules, the Order Form and the Schedules shall prevail. In the event of an inconsistency between the Order Form and the Schedules, the Order Form shall prevail.

Special terms or modifications to this Agreement agreed between the parties in the Order Form or in connection with any subscription for the Services shall be deemed to apply only in respect of that subscription. Any subsequent or previous subscription shall be subject to this Agreement including the Podaris Platform Terms and Conditions (unmodified) unless the parties expressly agree (by written instrument between them signed by their authorised representatives) that this Agreement is superseded by the modified terms.

This Order Form is agreed by the Parties:

Signed for Podaris Limited	Signed for Subscriber
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Name and title	Name and title
Date:	Date:

PODARIS PLATFORM ENTERPRISE SUBSCRIPTION TERMS & CONDITIONS

These Terms and Conditions (“**T&Cs**”) apply to the enterprise subscription for access to the Podaris Platform (as defined below). These T&Cs, together with the Order Form (as defined below), form an agreement (the “**Agreement**”) between **Podaris Ltd**, a company registered in England & Wales, with company number 08481590, whose registered address is at 86-90, 3rd Floor Paul Street, London, England, EC2A 4NE (“**Podaris**”), and the organisation whose details are set out in the Order Form (“**Subscriber**”).

1. DEFINITIONS

In these T&Cs and in the Order Form, unless the context requires otherwise, the following terms shall have the meaning set out below:

Administrators: Subscriber personnel named in the Order Form (or otherwise approved by Podaris in writing) who are permitted to nominate other Administrators and Paid Users on behalf of the Subscriber including to increase or decrease the number of Paid Users under the Order Form and to nominate Free Users.

Commencement Date: as defined in the Order Form.

Downloaded Content: as defined in clause 7.2.

Enterprise Service: the enhanced version of the Podaris Platform containing the full range of functionalities, content uploading and editing tools and other functionalities which is available for use by the Subscriber’s Paid Users (but not by Free Users) under its Subscription.

Free Users: individuals who collaborate with the Subscriber in relation to the Project and are allowed access to the Subscriber’s Content on the Platform solely for viewing and commenting purposes but without editing rights.

Free Service: a limited functionality version of the Platform which is available to Participant free of charge (subject to the Free Subscription Terms and Conditions) and allows Free Users nominated or invited by the Subscriber to view and comment on the Subscriber’s Content without editing rights.

Inappropriate Content: unlawful, defamatory, offensive, misleading or discriminatory content, which is otherwise contrary to generally acceptable ethical standards or any applicable laws, guidance or codes of practice or otherwise objectionable and any materials or content that infringe third party rights or which is otherwise likely to give rise to third party liability.

Intellectual Property Rights or IPRs: any and all intellectual and industrial property rights including patents, trade marks, designs, design rights, copyrights and neighbouring rights, database rights, rights in know-how, trade secrets and confidential information, trading names, internet domain names, email addresses, names of account and user names on digital services or social media services, and other signs and indications of origin, in each case whether registered or not and including pending applications and the right to apply for any of the foregoing and other industrial and intellectual property rights of the same or similar effect anywhere in the world.

Licensed Content: the Podaris Platform, any software, maps, designs, functionalities, artwork, screen lay-outs and other content incorporated in or forming part of the Platform and which is made available for use by Participants. Licensed Content includes Podaris proprietary content and third party licensed content.

Licensed Territory: unless otherwise defined in the Order Form, worldwide.

Malicious Code: means viruses, Trojan, software lock, drop-dead device, malicious logic or trap door, worms, time bombs, corrupted files or other computer programming routines that are intended to delete, disable, damage, detrimentally interfere with, surreptitiously intercept, monitor or expropriate any systems, data, personal information or property of another.

Order Form: the order form completed and submitted by the Subscriber on Podaris’s website.

Participants: all users of the Platform having access to the Subscriber’s Content including Paid Users and Free Users.

Podaris Brands: the name and trade mark PODARIS, any logos related to that trade mark or stylised representations of the mark and any other trading names, product names, logos and other indications of origin, adopted or used from time to time by Podaris.

Paid Users: personnel of the Subscriber's organisation (including Administrators) who are authorised by the Subscriber to access the full functionality of the Service.

Podaris IP: as defined in clause 9.1.

Project: the Subscriber's project for which the Platform is being used.

Service: means the Platform and any associated services provided by Podaris as the context so requires.

Service-Generated Data: any data arising from or relating to the use of the Service by the Subscriber and Participants which may be recorded or collated by Podaris including, without limitation, data obtained from Participants through registration forms, surveys, questionnaires, profile sheets, and other communications with Podaris, data relating to the frequency and mode of use of the Service, the manner in which the Subscriber and Participants set preferences and personalise the Service, the time spent on different elements of the Service and other statistical information.

Service Levels: the service levels or support package to be provided to the Subscriber under the Order Form.

Subscriber Brand: the Subscriber's names and trademarks, any logos related to those names or stylised representations of those names and any other trading names, product names, logos and slogans adopted or used from time to time by the Subscriber in connection with the Service or otherwise in its business.

Subscriber Content: any content created on or uploaded to the Platform by the Subscriber or Paid Users.

Subscription Fee: the fee payable for the Subscription Term in respect of the Subscription as indicated in the Order Form or a Schedule.

Subscription Renewal Term: as defined in the Order Form.

Subscription Term: as defined in the Order Form.

2. SUBSCRIPTION

- 2.1 Subject to the Subscriber's compliance with this Agreement, including full payment of the Subscription Fee, the Subscriber and the Participants may access and use the Platform and the Licensed Content with effect from the Commencement Date for the Subscription Term. Subscriptions may be limited to the Licensed Territory and to a defined number of, and/or to named, Administrators, Paid Users and Free Users.
- 2.2 Administrators named or appointed in the Order Form are authorised by the Subscriber to request or effect (through such means of communications as may be provided by Podaris or through the Platform) an increase or decrease in the number of Paid Users and Free Users or to replace individual Paid Users and Free Users to which the Subscription applies (within such limits as may be permitted in the Order Form). Where Subscription Fees are calculated by reference to the number of Paid Users, such changes may result in an increase or decrease in the Subscription Fee amounts payable by the Subscriber.
- 2.3 Unless either party notifies the other party otherwise no less than 30 days before the expiry of the initial Subscription Term, upon the expiry of the Subscription Term, the Subscription shall renew automatically for the Subscription Renewal Term, as specified in the Order Form, commencing on the expiry of the initial Subscription Term and shall similarly renew automatically for the same period at the end of each Subscription Renewal Term.
- 2.4 In the event that the Subscription for the Enterprise Service is not renewed, the Subscription will expire at the end of the Subscription Term (or the then-current Subscription Renewal Term) and the Subscriber and all Participant will from such date no longer have access to the Platform or to the Subscriber's Content (except where the Subscriber requests the export of the Subscriber's Content in accordance with clause 8.5).

3. SUBSCRIBER RESPONSIBILITIES

- 3.1 The Subscriber shall comply with all applicable laws and regulations in relation to its use of the Service and other activities under this Agreement.
- 3.2 The Subscriber shall cooperate with Podaris and shall follow all reasonable guidance and instructions provided by Podaris in relation to the correct use of the Platform and the manner in which Subscriber Content is to be uploaded, set-up and presented on the Platform and shall cooperate with Podaris in all matters relating to the Support Services.
- 3.3 The Subscriber shall ensure that the Paid Users and Free Users use the Service and the Licensed Content in accordance with the terms of this Agreement and that they comply with this Agreement in all other respects.
- 3.4 The Subscriber shall ensure that all Paid Users are properly trained in the use of the Platform including (as may be relevant to each Paid User) in the formatting and inputting of Subscriber Content onto the Platform in accordance with instructions and any user manuals and training materials provided by Podaris from time to time.
- 3.5 The Subscriber shall ensure that the Paid Users and Free Users use the Service and the Licensed Content in accordance with applicable legal requirements and that Subscriber Content uploaded, created, published, communicated or displayed on the Platform meets all legal and regulatory requirements applicable to the Subscriber or to such Subscriber Content.
- 3.6 The Subscriber shall ensure that only persons employed by the Subscriber's organisation or individuals or firms that collaborate with the Subscriber are appointed as Paid Users and are given access to the Enterprise Service and have access to the Account Credentials (as defined in clause 4).
- 3.7 The Subscriber shall be responsible for any abuse or misuse of the Service or the Licensed Content by its Paid Users or other members of staff, agents or contractors.

4. **CREDENTIALS AND PASSWORDS**

User names, passwords and other log-in credentials chosen by or provided to the Subscriber and its Administrators and other Participants to access the Service ("**Account Credentials**") are personal and must not be shared between Participants. Account Credentials shall be kept secure and confidential by the Subscriber and the Participants. The Subscriber shall use reasonable efforts to prevent unauthorised access to the Service through the Subscription or via its Participants (including using their Account Credentials). In the event of any loss or suspected unauthorised access to Account Credentials, the Subscriber must immediately revoke those Account Credentials and inform Podaris. If a Paid User or Free User ceases to be engaged by the Subscriber's organisation or as a collaborator on the Subscriber's Project, the Subscriber shall without undue delay revoke the relevant Participant's Account Credentials.

5. **USE OF THE SERVICE**

- 5.1 The Service is provided to Participants to use as a tool for collaborating in relation to the Subscriber's Project. Subscribers and its Paid Users are permitted to access and use the Service, download the Licensed Content and upload Subscriber Content to propose, publish, consult and develop the Project in good faith. The use of the Service for purposes which are inconsistent with the foregoing is not permitted.
- 5.2 The Subscriber is responsible to ensure that the Platform is suitable for its needs and purposes and that it is used by Paid Users and Free Users solely for purposes that are appropriate for tools of that type.
- 5.3 Any of the following is strictly prohibited and may result in the immediate termination of the Subscription without liability and may be reported to regulatory authorities:
 - 5.3.A the unlawful use of the Service or its use: (a) for unlawful purposes; (b) in breach of the licence or restrictions set out in clause 7; or (c) in a manner intended to overload or disrupt it;
 - 5.3.B except when this is done via APIs provided by the Podaris for such purpose, using the Service or obtaining any content from the Platform through automatic means (that is, access or use controlled by "bots" or other computer software without an individual Paid User controlling each step of the use of the Service through a standard browser);
 - 5.3.C the use of the Service for the purpose of testing, analysis, developing, providing or carrying out competitive collaborative planning tools in competition with Podaris ("**Competing Service**");

- 5.3.D the use of the Service to upload, distribute, display, communicate or create any Inappropriate Content; and
- 5.3.E the insertion, distribution or infection of the Service with any Malicious Code.
- 5.4 Certain features and functionalities of the Service including some of the Licensed Content may be subject to special conditions, licensing terms, restrictions or requirements as indicated on the Service screens or as otherwise notified through the Service. These conditions, term and requirements form part of these T&Cs and the Subscriber shall and shall ensure that its Paid Users and Free Users comply with all such conditions, terms and requirements.
- 5.5 The Service is anticipated to evolve and develop over time. New or improved features, content and functionalities that may be introduced may be subject to special conditions, licensing terms, restrictions or requirements and the availability of such new or improved features, content or functionalities may be limited to certain types of Subscriptions. New features, content and functionalities may not be available as part of the Subscription. However, during the Subscription Term, Podaris will not reduce the level of features, functionalities or Licensed Content that are available through the Enterprise Service.
6. **LICENSED CONTENT**
- 6.1 Insofar as data provided as part of the Licensed Content is licensed or collected from third parties (including maps and other licensed features) or from Podaris' customers, Podaris is not always able to independently verify the data.
- 6.2 Insofar as Licensed Content contains analysis tools, benchmarking information and other features and facilities that allow figures and information to be analysed and processed by Paid Users, these features and tools are provided solely for research and analysis purposes and should not be relied upon for making planning decisions or recommendations unless the output is independently verified by the Subscriber.
7. **GRANT OF LICENCES AND RESTRICTIONS**
- 7.1 Podaris IP is protected by copyright and other IPRs licensed, owned or controlled by Podaris including third party IPRs licensed to Podaris. Any use, reproduction, distribution, communication or other exploitation of the Podaris IP or any part of it, including the creation or distribution of any derivative works, translations or adaptations, save to the extent permitted by these T&Cs, are expressly prohibited and may constitute infringements of Podaris' or its licensor's IPRs. For the avoidance of doubt, viewing, editing or sharing the Licensed Content as enabled and permitted by the functionality of the Service is permitted.
- 7.2 Subject to the Subscriber's compliance with this Agreement, including full payment of the Subscription Fee, Podaris hereby grants to the Subscriber a limited, personal, non-assignable, non-sublicensable, non-exclusive licence, for the Subscription Term to use the Service and to access and use the Platform and any Licensed Content through Paid Users and Free Users located in the Licensed Territory and to download and retain any Subscriber Content incorporating Licensed Content or other Licensed Content which is available for downloading from the Platform ("**Downloaded Content**") from the Service.
- 7.3 For the purpose of the licence granted in clause 7.2, the words "use of the Service" are limited to the right of Paid Users to access the Platform online. Access to the Platform may be provided through a browser, using the log-in facility provided by the Platform and the Account Credentials, or through an API accessible through such Account Credentials or other technical or other means provided by Podaris which enable Paid Users to view and consult the Licensed Content and to operate the collaborative features and other functionalities provided on the Platform.
- 7.4 In addition to the licence granted in clause 7.2, and subject to any restrictions and licensing terms applying to third party IPRs incorporated in the Licensed Content, Podaris hereby grants to the Subscriber a perpetual non-exclusive royalty-free, non-assignable licence to retain and share the Downloaded Content for internal use within the Subscriber's organisation including (subject to restrictions under third party licences) the right to communicate Downloadable Content to third parties.
- 7.5 The Subscriber hereby grants Podaris a non-exclusive, licence for the Subscription Term to hold and store Subscriber Content uploaded to the Service.
- 7.6 Save as expressly licensed in this clause 7, or with Podaris's prior written consent, and except to the extent permitted under sections 50A, 50B, 50BA, 50D or 296B of the Copyright, Designs and Patents Act 1988 as may be amended from time to time, the Subscriber shall not make any other use of the Service or the Licensed Content (in whole or in

part) except as permitted in clauses 5 and 6. Without derogation from the generality of the foregoing, the Subscriber shall not (in respect of all or any part of the Licensed Content, where applicable):

- 7.6.A modify, reformat, rearrange or otherwise change the Licensed Content so as to amend, broaden or narrow its meaning and inference;
- 7.6.B manually gather, scrape, spider, crawl or use technology, “bots” or other software (other than a normal browser or other common means) to access the Service or to access or store the Licensed Content;
- 7.6.C prepare any reports or analysis based on, or provide any other services in relation to, the Licensed Content which is a Competing Service;
- 7.6.D remove any references to the Podaris Brands, title ledgers, copyright notices or other indications of proprietorship or confidentiality that may be incorporated in the Licensed Content;
- 7.6.E reverse engineer, decompile, disassemble, re-engineer or otherwise create, attempt to create or permit, allow or assist others to create, the executable code, source code, or the structural framework for part or all of the Service, or create any derivative work based on the above;
- 7.6.F except for in respect of the Downloaded Content, permanently or temporarily reproduce, translate, arrange or adapt the Service or any part of it, or distribute or communicate copies thereof to any person or merge or combine it with any other software or service; or
- 7.6.G except for in respect of the Downloaded Content, lend, lease, transfer, encumber, or grant the Service or share its benefit with any third party or otherwise use the Service for the benefit of any third party or in any way attempt to charge third parties to have the benefit of the Service or access to Licensed Content.

8. SUBSCRIBER CONTENT AND SUBSCRIBER BRAND

- 8.1 As between Podaris and the Subscriber, the Subscriber owns and shall retain all rights and all IPRs in in the Subscriber Content. Podaris will use the Subscriber Content for the sole purpose of providing the Service and making the Subscriber Content available to Paid Users and Free Users through the Platform and for maintaining, supporting and improving the Platform.
- 8.2 The Subscriber is responsible to ensure that any Subscriber Content uploaded to the Platform or created on the Platform by Paid Users is appropriate for the purposes of the Subscription and does not contain ant Inappropriate Content or Malicious Code.
- 8.3 Where Subscriber Content contains Personal Data (as such term is defined in the Data Processing Schedule), the Subscriber shall be deemed the data controller and the provisions of the Data Processing Schedule shall apply. The Subscriber is responsible to ensure that any use of Personal Data on the Platform is in compliance with applicable law.
- 8.4 The Subscriber is responsible to ensure that back-up copies of Subscriber Content and of comments or feedback provided by Free Users are stored offline on the Subscriber’s data depository independent of the Platform. Podaris shall not be responsible for any loss or corruption of Subscriber Content on the Platform even if such loss or corruption results from an error or malfunction in the Service.
- 8.5 Upon the expiry of the Subscription, Subscriber Content will no longer be available on the Platform or capable of being edited on, uploaded to or downloaded from the Platform. For a period of 90 days after the expiry of the Subscription, subject to full payment of the Subscription Fees, the Subscriber may request a copy of the Subscriber Content to be provided to the Subscriber (by downloading, email or other means) and Podaris shall maintain a copy of the Subscriber Content for that period. On the expiry of such period, the Subscriber Content will be permanently deleted.
- 8.6 The Subscriber warrants, covenants and represents that Subscriber Content and Subscriber Brands used, uploaded, displayed, communicated or created on the Platform will not infringe any third party IPRs and will not include any Inappropriate Content or Malicious Code. The Subscriber shall indemnify Podaris and keep Podaris indemnified on demand against any liability or costs (including legal costs) arising out of any allegation or claim asserting that Subscriber Content and Subscriber Brands used, uploaded, displayed, communicated or created on the Platform infringe any third party rights or any applicable laws or that the display, communication, publication or distribution of Subscriber Content or Subscriber Brands on the Platform caused harm or infringed the rights of any third party.

- 8.7 Podaris shall be entitled at any time during the Subscription Term or any Subscription Renewal Term to block, reject, remove or delete any Subscriber Content from the Platform if it has reasonable basis to believe that such Subscriber Content is in breach of this Agreement or that its continued publication on the Platform can cause harm or infringe any law or give rise to any complaint or claim by a third party.

9. INTELLECTUAL PROPERTY RIGHTS

- 9.1 As between the Subscriber and Podaris, Podaris is and shall remain the sole owner of all IPRs in all elements of the Podaris Platform, the Service and Licensed Content (and the sole licensee of any elements of the Service or Licensed Content licensed from a third party), including the Service-Generated Data and the Podaris Brand and any goodwill relating thereto (together, the “**Podaris IP**”).
- 9.2 Except for the licences expressly granted to the Subscriber under clause 7, Podaris does not grant the Subscriber and the Subscriber agrees and acknowledges that it shall not acquire any right, title, interest or licence in or under any of the Podaris IP. All rights and goodwill arising from the use of the Podaris Brand in connection with the Service shall inure solely to the benefit of Podaris.
- 9.3 The Service makes no use of the Subscriber’s Brand except for the purpose of identifying or referring to the Subscriber’s organisation. The Subscriber consents to the reference to the Subscriber’s Brand as part of the Service and the Licensed Content insofar as it is used in good faith to identify or refer to the Subscriber’s organisation. All rights to the Subscriber Brand are reserved to the Subscriber.
- 9.4 The Subscriber shall not and shall procure that its affiliates do not: (a) register or file any applications to register IPRs or otherwise claim to own any IPRs in or relating to the Podaris IP anywhere in the world; (b) use any name, sign or logo incorporating, containing or consisting of the Podaris Brand, or any name or sign confusingly similar thereto, in relation to any product or service, save for the use of the Podaris Brand in accordance with this clause 9; or (c) do or cause to be done anything which may in any way damage, depreciate, jeopardise, or otherwise prejudice the goodwill or reputation of the Podaris IP or the Podaris Brand.
- 9.5 Without derogation from the foregoing, in the event that the Subscriber or any of its affiliates or any of their officers or employees acquires any rights, title or interest in the Podaris IP, whether during the Subscription Term or at any time thereafter, at Podaris’ request, the Subscriber shall and shall procure that its relevant affiliate or the relevant officer or employee shall forthwith assign all such right, title and interest to Podaris absolutely for no further consideration.

10. INFRINGEMENTS AND THIRD PARTY CLAIMS

- 10.1 If any claim is brought or threatened by a third party against the Subscriber or any of its affiliates, alleging that the Service (or any part thereof) infringes such third party’s IPRs (“**Adverse Claim**”) the Subscriber shall immediately notify Podaris in writing giving details of the Adverse Claim. The Subscriber and its affiliates shall not make any comment or admission to any third party in respect of any Adverse Claim without giving prior notice to Podaris.
- 10.2 If any Adverse Claim is made or threatened, or in Podaris’s reasonable opinion is likely to be made or threatened by any third party, Podaris may at its sole option and expense: (a) procure from the third party the right to continue providing the Service (or any part thereof); (b) modify the Service so that it ceases to be infringing; or (c) terminate this Agreement immediately by notice in writing to the Subscriber and shall be entitled, at its choice, to assume control of the defence of any such Adverse Claim (at its own cost).

11. AVAILABILITY OF THE SERVICE

- 11.1 Podaris shall use all reasonable endeavours to ensure that the Platform is available for access and use by Paid Users and External Subscribers in accordance with the requirements or any Service Level commitments set out in the Order Form.
- 11.2 The Service and/or the Subscriber’s or Participants’ access to the Service may be suspended, disrupted or blocked in the following circumstances: (a) upon reasonable notice and insofar as practicable, outside of normal working hours, for scheduled downtime to permit Podaris to conduct maintenance to the Service; (b) for the duration of any unanticipated or unscheduled downtime, as a result of technical failures including system breakdown, communication or network problems, server overloading or other technical issues or any Force Majeure Event; (c) in order to protect the Service from unauthorised access or attack, or in order to prevent fraud or any unauthorised or unlawful access or use of the Service, to prevent any unlawful use of the Service, or if it determines that the Service is being used (by the Subscriber or any other person) in breach of applicable law or these T&Cs, or if such suspension is required in response

to an order or direction of any court of law, governmental or regulatory body or other official enforcement or investigation authority; or (d) in other circumstances where it might be reasonable or necessary to suspend, disrupt or block the Service.

- 11.3 Podaris shall not be liable for any disruption, malfunction or interruption to the Service or for not achieving any agreed Service Levels or under any warranty under these Platform Ts&Cs or under any Schedule to this Agreement, in circumstances where the matter arises out of:

11.3.A the Subscriber's failure to properly discharge its responsibilities hereunder or under any Schedule

11.3.B any act or omission by the Subscriber or any Paid User or other participant not in accordance with these Platform Ts&Cs or any requirement under this Agreement; or

11.3.C failures in telecommunication systems, internet connections, power failures, Subscriber's or Participant's equipment, errors in Subscriber Content, Malicious Code or other technical failures or event not arising from the operation of the Platform.

12. **WARRANTIES AND DISCLAIMERS**

- 12.1 Each of Podaris and the Subscriber warrants and represents to the other that: (a) has the right, power and authority and has taken all action necessary to execute, deliver and exercise its rights, and perform its obligations, under this Agreement; and (b) neither the execution nor the performance of this Agreement by it is prohibited or restricted by any provision of law and will not be in breach of any obligation by it to any third party.

- 12.2 Podaris warrants to the Subscriber as follows: (a) it has the right to provide the Service and to grant the rights to the Subscriber purported to be granted under this Agreement in respect of the use of the Service; (b) it shall use commercially reasonable efforts to provide the Service and to make available the Platform for use by Participants as part of the Service; and (c) it shall use commercially available technologies to ensure that the Service is free from Malicious Code and shall use reasonable efforts to ensure that it does not include any Inappropriate Content.

- 12.3 Other than the warranties, representations and covenants expressly set out in this Agreement, Podaris gives no warranty nor makes any representation in relation to the Service, the Licensed Content or the Podaris IP and the Subscriber expressly disclaims and irrevocably waives to the fullest extent permitted by law any representation or warranty on the part of Podaris relating to the Service, the Licensed Content or the Podaris IP that may be implied by this Agreement, by custom or by law or otherwise and which is not expressly set out in these T&Cs or in the Order Form, including any implied warranties of quality, merchantability, title or entitlement, fitness for a particular purpose, non-infringement of third party IPRs, the ability to achieve a particular result or functionality, including any warranty or representation that the Service or the Licensed Content will be uninterrupted or error free, and all such implied terms or warranties are excluded from this Agreement.

13. **LIMITATIONS ON LIABILITY**

- 13.1 Podaris will have no liability, in contract, negligence or otherwise, for any damage, loss or liability arising from the Subscriber's reliance on or its use of the Licensed Content or for any warranties or representations excluded by virtue of clause 12.3 above.

- 13.2 Save as provided in clause 13.5, Podaris shall not be liable to the Subscriber, either for breach of contract, misrepresentation or negligence or under any warranty, and the Subscriber waives any claim against Podaris or its affiliates, employees, officers or subcontractors relating to or arising out of: (a) any disruption to the Service howsoever arising; (b) the loss or corruption of any data or Subscriber Content; (c) errors or inaccuracies in the Licensed Content or any Subscriber Content; (d) security breaches affecting the Platform or any Subscriber Content, third party interception of electronic communications, or any unauthorised access to or misuse of computer systems; or (e) damage caused by Malicious Code that may affect the Service or any software or hardware used to access or use the Service.

- 13.3 Save as provided in clause 13.5 below, a party shall not be liable to the other in connection with this Agreement either for breach of contract, misrepresentation or negligence or under any warranty, for any indirect or consequential losses, or for punitive or exemplary damages, or for any loss of profits, interest, future business revenue, anticipated savings or business goodwill, or for any loss or corruption of data (in each case whether such loss is direct or indirect or consequential), even if a party is advised in advance of such loss.

- 13.4 Save as provided in clause 13.5 below, each party's maximum aggregate liability for any single event (or a series of related events in each Subscription Term) giving rise to a claim in connection with this Agreement either for breach of contract, misrepresentation or negligence, shall be limited to an amount equal to the Subscription Fee paid during such Subscription Term.
- 13.5 Notwithstanding anything to the contrary in this Agreement nothing in this Agreement shall operate to exclude or restrict a party's liability for death or personal injury resulting from negligence, fraud or fraudulent misrepresentation, or any liability that cannot be limited or excluded by law.
14. **SUBSCRIPTION FEE**
- 14.1 The Subscription Fee shall be payable in the currency indicated and paid in accordance with the payment terms set out in the Order Form or any applicable Schedule.
- 14.2 The Subscription Fee is exclusive of value added tax, sales tax, goods and services tax and any other taxes that may be imposed by law. Podaris may charge the Subscriber VAT, sales tax, goods and services tax or similar taxes as required by applicable law (excluding any taxes payable on Podaris's revenue) and the Subscriber shall pay such amounts in addition to the Subscription Fee (where relevant, against a VAT receipt).
- 14.3 The Subscription Fee shall be paid in full without any withholding or deduction on account of any taxes, duties, levies or charges, unless the Subscriber is required by law to make such deduction or withholding. If it is so required it shall duly deduct or withhold the amount as required by law and shall, when paying the Subscription Fee, pay Podaris such additional amount as will ensure that (after the deduction or withholding) Podaris receives the full amount of the Subscription Fee that it would have received if no such withholding or deduction had been required.
- 14.4 If payment of the Subscription Fee is not received by the due date of payment, and the Subscriber fails to pay the amount within seven days of written demand, Podaris may, without prejudice to any other rights and remedies it may have: (a) suspend the Subscription and block the Subscriber's and its Participant's access to all or part of the Service or the Enterprise Service pending full payment of the Subscription Fee; (b) remove the Subscriber's and its Participants' access to the Licensed Content so that only the Free Service is available to the Subscriber and its Paid Users; (c) block, reject or remove any Subscriber's Content from the Service; (d) terminate the Subscription; and (e) charge the Subscriber interest on any late payments at a rate equal the Bank of England base rate denominated in GBP plus 8%. The Subscriber shall not be entitled to a refund or discount of any amount in relation to any period of suspension of the Subscription due to default or delay in the payment of the Subscription Fee.
15. **TERMINATION**
- 15.1 Podaris shall be entitled to terminate the Subscription during the Subscription Term by written notice to the Subscriber: (a) in the circumstances where such termination is provided for under these T&Cs; or (b) if the Subscriber is otherwise in breach of these the Agreement and fails to remedy such breach within seven days of receipt of written notice of such breach.
- 15.2 Upon the expiry or early termination of the Subscription:
- 15.2.A except as provided in this clause 15, the Agreement shall forthwith terminate and have no further effect, and no party shall have any further rights, obligations or liabilities hereunder;
- 15.2.B except for in respect of Downloaded Content, the licences granted to the Subscriber under these T&Cs shall terminate and the Subscriber shall cease any use of the Enterprise Service and (except as part of the use of the Free Service) shall cease any use of the Podaris IP and shall not do any act which, in the absence of such licence, would constitute an infringement or misuse of the Podaris IP; and
- 15.2.C except in respect of Downloaded Content, the Subscriber shall immediately permanently destroy or delete any copies of Licensed Content, Podaris IP and any materials displaying the Podaris Brand in its possession or control, including copies or records in any form of Licensed Content (including any back-up media) and all copies of the Account Credentials.
- 15.3 The termination or expiry of this Agreement shall not affect any accrued rights or liabilities of any party and shall not affect any provision of this Agreement intended to have effect after termination or necessary for its interpretation and in

particular it shall not affect any provisions granting a party rights or licences expressed to be granted in perpetuity or the provisions of clauses 6, 8, 9, 13 this clause 14 or the remaining provisions of this Agreement below.

16. **GENERAL**

- 16.1 A party shall not be in breach of this Agreement, nor liable for any failure or delay in performing any obligations under this Agreement arising from or attributable to matters beyond its reasonable control ("**Force Majeure Event**") including an act of God, fire, flood, earthquake, windstorm or other natural disaster, explosion or accidental damage, epidemic or pandemic (including the COVID-19 crisis), war, threat of or preparation for war, armed conflict, imposition of sanctions, embargo, breaking off of diplomatic relations or similar actions, terrorist attack, civil war, civil commotion or riots, any failure or delay on the part of a third party supplier, industrial action or strike, power cuts, electronic or communication network breakdowns, government action or change of law.
- 16.2 This Agreement is personal to the parties and neither party may assign or transfer any of its rights or obligations under this Agreement whether in whole or in part without the prior written consent of the other party. The foregoing notwithstanding, Podaris shall be entitled to transfer its benefits under this Agreement subject to its obligations to any affiliate or to any person acquiring the Podaris business and such transfer shall be effective upon notice being given to the Subscriber.
- 16.3 Neither party shall use the other's brand or name in any publication or advertising save that during the Subscription Term and any Subscription Renewal Term and for a reasonable period thereafter Podaris authorises the Subscriber to advertise the fact that it is using the Podaris Platform in connection with its Subscriber Content and the Subscriber authorises Podaris to use the Subscriber's Brand in promotional materials to refer to the fact that the Subscriber used the Podaris Platform in connection with its Subscriber Content.
- 16.4 Any notice required to be made under or in connection with this Agreement ("**Notice**") shall be in writing. Podaris may provide any Notice to the Subscriber through the Subscriber's contact details, email address, fax number and postal address as set out in the Order Form or as provided to Podaris by the Subscriber from time to time during the Subscription Term. Notices to Podaris should be sent to legal@podaris.com.
- 16.5 In the event of a conflict between these T&Cs and the terms set out in the Order Form, the Order Form shall prevail.
- 16.6 Support Services are subject to the Support Terms and the Service Levels specified in the Order Form.
- 16.7 Nothing in this Agreement shall create, or be deemed to create, a partnership or joint venture and shall not be construed as giving rise to the relationship of principal and agent between the parties. Neither party shall represent itself as representative of the other or purport to assume obligations in the name of the other.
- 16.8 If at any time any provision of this Agreement is or becomes illegal, invalid or unenforceable in any respect under the law of any jurisdiction, that shall not affect the legality, validity or enforceability in that jurisdiction or any other jurisdiction of any other provision of this Agreement.
- 16.9 A person who is not a party to this Agreement shall have no rights to enforce the provisions of this Agreement under the Contracts (Rights of Third Parties) Act 1999.
- 16.10 No modification, alteration or waiver of any of the provisions of this Agreement shall be effective unless in writing and signed on behalf of each of the parties.
- 16.11 No omission or delay on the part of either party in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any such right, power or privilege preclude any other or further exercise thereof or of any other right, power or privilege. The rights and remedies herein provided are cumulative with and not exclusive of any right or remedies provided by law.
- 16.12 This Agreement constitutes the entire agreement between the parties and supersede all other agreements, statements, letters and other arrangements between the parties in relation to the subject matter hereof. Each party acknowledges that it has not relied on or been induced to enter this Agreement by a representation other than those expressly set out in this Agreement. This clause does not affect a party's liability in respect of a fraudulent misrepresentation.
- 16.13 This Agreement is governed by English law and the parties submit to the exclusive jurisdiction of the courts of England and Wales in relation to any dispute between them arising out of the subject matter of this Agreement.

SCHEDULE A

Data Processing Schedule

1. Defined terms

In this Data Processing Schedule, the following words and expressions shall, unless the context otherwise requires, have the meaning given to them below:

“Applicable Law” means the Data Protection Legislation and any other laws in force where the Subscriber’s Data may be processed under the Agreement or to which Podaris may be subject, including, but not limited to the Data Protection Act 2018.

“Data Protection Legislation” means Regulation (EU) 2016/679 (the **“General Data Protection Regulation”** or **“GDPR”**) as may be amended or replaced from time to time and any equivalent law or legislation in any jurisdiction outside the European Union.

“Data Subjects” means Administrators, Paid Users, Free Users and other individuals whose Personal Data may be incorporated in Subscriber Content and processed on the Podaris Platform.

“Subscriber’s Data” means Personal Data collected through the Podaris Platform on behalf of the Subscriber from the Subscriber or from Data Subjects and any Personal Data comprised in Subscriber Content.

“Permitted Purposes” means the operation of the Podaris Platform as further set out in the Data Processing Details.

“Personal Data” has the meaning given to such term in the Data Protection Legislation.

“Sub-processor” means any person who processes the Subscriber’s Data on behalf of Podaris.

2. Data processing

The parties agree that as between them, for the purpose of the Data Protection Laws, the Subscriber shall be deemed the data controller (or, where the Subscriber processes Personal Data as part of a service provided to a third party, the Subscriber shall be deemed the primary processor) and Podaris shall be deemed the data processor (or, as the case may be, sub-processor) in relation to any Subscriber’s Data processed by Podaris (or its Sub-processors) under this Data Processing Schedule or for the purpose of the Agreement and it shall be the responsibility of the Subscriber to ensure compliance with the obligations imposed by the Data Protection Laws on the controller of the Subscriber’s Data.

Podaris shall process the Subscriber’s Data in accordance with this Data Processing Schedule (including the Data Processing Details) and Applicable Laws and solely for the Permitted Purposes.

Podaris shall process the Subscriber’s Data on behalf of the Subscriber and in accordance with the written instructions of the Subscriber unless required otherwise by law. For the avoidance of doubt, the Subscriber hereby authorises Podaris to process the Subscriber’s Data as set out in the Data Processing Details and as required to fulfil Podaris’s obligations under the Agreement.

In the event that Podaris is required by law or by the instructions of a governmental authority under Applicable Law to carry out any processing of the Subscriber’s Data not in accordance with the written instructions of the Subscriber, Podaris shall inform the Subscriber of that legal requirement before carrying out the processing, unless that law prohibits such information on important grounds of public interest.

The Subscriber acknowledges and agrees that, in respect of any Subscriber’s Data, Podaris will rely on the Subscriber and that it is the Subscriber’s sole responsibility to ensure that the Subscriber’s Data is and will remain accurate, up-to-date, relevant and suitable for the purpose of processing and that it is processed for lawful purposes in accordance with Applicable Laws.

3. Co-Operation

Each party, at the other party’s reasonable request, shall, so far as reasonably possible given the purpose of the processing, assist the requesting Party in ensuring compliance with the requesting Party’s obligations under the Data Protection Laws, in particular in relation to its obligations concerning: (a) Data Subject requests for information and requests for erasure, rectification or limitation of processing of the Subscriber’s Data or the exercise of other Data Subject rights in relation to the Subscriber’s Data; (b) maintaining the security of the Subscriber’s Data processed under this Data Processing Schedule; (c) notifications to regulatory authorities and communications to affected Data Subjects required in relation to events resulting in accidental or

unlawful destruction, loss, alteration, unauthorised disclosure of, or access to the Subscriber's Data ("**Data Breach**"); and (d) the preparation of data protection impact assessments and prior consultation with the regulatory authorities, where applicable.

In the event Podaris becomes aware of a Data Breach affecting the Subscriber's Data, it shall notify the Subscriber without undue delay.

The first paragraph under the Co-operation section of this Data Processing Schedule shall not be construed as requiring a party to modify its automated processes, computer systems or databases or to develop new processes, computer systems or databases for the purpose of providing the requisite assistance but a party shall not unreasonably refuse to make minor changes to its systems where it would be proportionate and reasonable to do so. Where a party agrees to make such modifications or developments in response to the other party's request, the requesting party shall bear the costs of doing so.

Where any assistance is required by the Subscriber from Podaris in accordance with the first paragraph under the Co-operation section of this Data Processing Schedule in relation to the processing of the Subscriber's Data, Podaris may charge the Subscriber on a time and materials basis in accordance with the rates applicable under the Agreement and the applicable provisions of the Agreement relating to payment for services shall apply mutatis mutandis.

Save as provided in the preceding two paragraphs of this Data Processing Schedule, any assistance provided by a party under the first paragraph under the Co-operation section of this Data Processing Schedule shall be provided at that party's cost.

4. Sub-processors

Podaris shall not engage a Sub-processor in relation to the processing of the Subscriber's Data without prior written consent of the Subscriber.

The Subscriber hereby authorises Podaris to appoint the Sub-processors listed in the Data Processing Details to process the Subscriber's Data for the purposes indicated in the Data Processing Details.

Podaris shall inform the Subscriber of any intended changes concerning the addition or replacement of Sub-processors. Unless an objection to such change or appointment is notified to Podaris within seven (7) days of the receipt of such notification, the Subscriber shall be deemed to have consented to and authorised the change or appointment.

In the event that Podaris engages a Sub-processor with the Subscriber's consent, Podaris shall enter into a written data processing agreement with the Sub-processor containing requirements equivalent to those set forth in the 'Data Processing', 'Co-operation', 'Sub-processors', 'Data Security', 'International Transfers' and 'Information and Audit Rights' sections of this Data Processing Schedule and clause 17 of the Agreement.

Notwithstanding the appointment of Sub-processors, Podaris will remain fully responsible and liable to the Subscriber for any breach of its obligations under this Data Processing Schedule in relation to the processing of the Subscriber's Data.

5. Data Security

Taking into account the state of the art, the costs of implementation and the nature, scope, context and purposes of processing as well as the likelihood and severity of any risk, Podaris shall implement appropriate technical and organisational measures to ensure an appropriate level of security for the Subscriber's Data processed under this Data Processing Schedule particularly against the risks of accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to Personal Data transmitted, stored or otherwise processed, including (as appropriate): (a) the pseudonymisation and encryption of Personal Data; (b) the ability to ensure the ongoing confidentiality, integrity, availability and resilience of processing systems and services; (c) the ability to restore the availability and access to Personal Data in a timely manner in the event of a physical or technical incident; and (d) a process for regularly testing, assessing and evaluating the effectiveness of technical and organisational measures for ensuring the security of the processing.

6. International Transfers

Podaris shall not transfer the Subscriber's Data to a country outside the European Economic Area, unless the Subscriber has expressly authorised such transfer in writing and then only subject to putting in place adequate safeguards as required under the Data Protection Laws. The Subscriber hereby authorises Podaris to transfer the Subscriber's Data to Supplier's Affiliates and authorised Sub-processors for processing in the countries outside the European Economic Area as specified in the Data Processing Details.

7. Information and audit rights

Podaris shall make available to the Subscriber information so far as reasonably necessary to demonstrate its compliance with the Podaris's requirements under this Data Processing Schedule and shall allow for and contribute to audits, including inspections, conducted by the Subscriber or an auditor mandated by the Subscriber. Where an audit requires Podaris to allocate more than minimal resources, it shall be entitled to charge the Subscriber for the time spent by its staff and any resources allocated for the audit and the provision of the fourth paragraph of the 'Co-Operation' section of this Data Processing Schedule shall apply mutatis mutandis.

8. Warranties

Except as expressly provided in this Data Processing Schedule or in the Agreement, Podaris makes no warranties, covenants or representations, express or implied, relating to the processing of Personal Data under this Data Processing Schedule and specifically disclaims any that may be implied by this Data Processing Schedule, the Agreement, by custom or by law or otherwise.

The Subscriber warrants, covenants and represents to Podaris that: (a) it shall comply with the requirements of this Data Processing Schedule (including the Data Processing Details), the Data Protection Laws and any Applicable Laws in connection with its own processing of the Subscriber's Data including in connection with any instructions provided to Podaris and the provision of any Personal Data to Podaris; (b) the processing by Podaris of the Subscriber's Data on the Subscriber's instructions in accordance with this Data Processing Schedule shall be for lawful purposes which have been properly disclosed to Data Subjects in accordance with the Data Protection Laws and, insofar as required, the Data Subjects' consents have been obtained for such processing and records of such consents are and will be retained by the Subscriber; (c) it shall ensure that the Subscriber's Data processed by Podaris are kept accurate and up-to-date and that it shall only be processed through the services of Podaris for as long as it is required for the lawful purposes for which it is so held and the Subscriber shall provide Podaris with instructions and updates to ensure the foregoing; and (d) insofar as any Subscriber's Data is processed by the Subscriber as a processor on behalf of a third party customer (or third party processor), the processing of the data by Podaris in accordance with this Data Processing Schedule has been authorised by the relevant third party customer.

9. General

The limitations on liability applicable as between the parties under the Agreement shall apply to their liability under this Data Processing Schedule mutatis mutandis.

This Data Processing Schedule shall commence upon the commencement of the processing of the Subscriber's Data by Podaris for the purposes of the Agreement and shall continue to have effect for so long as such processing continues. This Data Processing Schedule shall not be terminated unless the Agreement is terminated. The 'Defined Terms' section, the first and fifth paragraphs of the 'Data Processing' section, and this 'General' section of the Data Processing Schedule shall survive termination of the Agreement.

In the event that it becomes a compulsory legal requirement under the Data Protection Laws in the jurisdiction where the Subscriber has its place of business to put in place a data processing agreement between the parties on standard or statutory terms ("Standard clauses"), the parties agree to amend this Data Processing Schedule to incorporate such Standard clauses and insofar as the terms of this Data Processing Schedule are inconsistent with the Standard clauses, the Standard clauses shall prevail and such inconsistent provisions shall be deemed to have been superseded by the Standard clauses.

DATA PROCESSING DETAILS

Subject-matter of the processing activity:
Collaborative project planning
Nature and purpose of processing:
Operation of a web-based collaborative planning tool
Duration of the processing of Personal Data:
Processing will take place for the duration of the Subscription Term
Categories of Personal Data to be processed:

First Name, Last Name, Email Address, Address, Telephone number
Categories of data subjects whose Personal data is to be processed:
Paid Users and Free Users of Subscriber; employees of Subscriber
Data sources:
Subscriber, Paid Users and Free Users who use the Platform
Personal data to be provided by Data Controller in anonymised/pseudonymised form:
N/A
Personal data to be provided in raw form by Data Controller and anonymised/pseudonymised by Data Processor:
First Name, Last Name, Email Address, Address, Phone number
Data security requirements:
As set out in the security policy available at https://www.podaris.com/policies/security
Third parties to which Personal Data is to be made available:
N/A
Countries to which personal data may be transferred for processing:
UK, USA, and within the EU
Permitted Sub-processors:
Amazon Web Services Google (Drive, Gmail, Analytics, and Google Cloud Platform) Sparkpost Hubspot Segment Mixpanel Bugsnag Stripe Intercom

SCHEDULE B

SUPPORT TERMS

1. PROVISION OF SUPPORT

- 1.1 During the Subscription Term, Podaris shall provide Support Services to the Subscriber in relation to the Podaris Platform in accordance with these Support Terms and the SLA Schedule (as set out in the Order Form or any applicable Schedule).
- 1.2 In this Schedule, “**Technical Issue**” means any technical query, system error or failure, downtime, or any suspected or known data loss, data corruption or unauthorised access to data or to the Platform, or other support request.
- 1.3 Podaris shall provide the Support Services during normal business hours (namely 9.00 a.m. to 5.00 p.m. UK time) (“**Support Hours**”) Monday to Friday (excluding public holidays in England) (“**Business Days**”). Where a Technical Issue is reported outside Support Hours or in a day which is not a Business Day, Podaris shall respond in respect of such Technical Issue on the following Business Day.

2. PODARIS’S OBLIGATIONS

- 2.1 Podaris agrees that it has the capacity to provide and shall use all reasonable skill and care in providing the Support Services and to take reasonable steps as may be required to fulfil its obligations under these Support Terms.
- 2.2 Podaris’s obligations under these Support Terms or the SLA Schedule shall not apply to any training provided by it to the Subscriber in respect of the Platform.
- 2.4 Podaris shall keep secure from third parties any passwords or access credentials issued to Podaris by the Subscriber.

3. SUBSCRIBER RESPONSIBILITIES

- 3.1 The Subscriber shall ensure that:
 - 3.1.1 all Paid Users are properly trained to use the Platform;
 - 3.1.2 Subscriber Content is loaded, set-up, used and handled correctly in accordance with the technical instructions that may be provided by Podaris; and
 - 3.1.3 all Paid Users use the facilities provided through the Platform, including consulting the online user manuals, training features and help features (including at <https://support.podaris.com>).
- 3.2 The Subscriber shall promptly notify Podaris and provide full details of any technical failures, system breakdowns, undesired operations, data losses, unauthorised access, suspected viruses or other serious problem affecting the Platform that is considered by the Subscriber to require Support Service or which amount to Technical issues under the applicable Service Levels. Unless otherwise agreed as part of the Subscriber’s support package, all Technical Issues must be notified through the in-app support tools within the Platform, via email to support@podaris.com, or via <https://support.podaris.com>.
- 3.3 On request, the Subscriber shall allow Podaris or its nominee to remotely access Paid Users’ screens in providing Support Services.
- 3.4 The Subscriber shall appoint a representative to act as a technical liaison with Podaris in relation to the Support Service and to have primary responsibility for reporting to Podaris any serious Technical Issues and for communicating with Podaris in relation to any proposed action plan or software fix. Unless notified otherwise, the individual named in the Order Form as Subscriber’s representative shall be the Subscriber’s technical representative and the Subscriber authorises such individual to represent it in relation to all Technical Issues and the Support Services.
- 3.5 To enable Podaris to provide the Support Services, the Subscriber shall promptly perform its obligations under these Support Services, comply with the provisions of the SLA Schedule and shall reasonably provide at no charge to Podaris the specifications, documents, data and other information necessary to enable Podaris to perform its obligations under these Support Terms.

- 3.6 The Subscriber acknowledges that Podaris shall not be liable for any loss, damage or delay in providing the Support Services caused by or arising from the Subscriber's or any Paid Users' failure to comply with the obligations under this paragraph 3 or as set out in the SLA Schedule and the time for performance of Podaris's obligations under these Support Terms and the SLA Schedule shall be extended as a result.
- 3.7 The Subscriber shall use all reasonable commercial efforts and shall cause its Paid Users and Administrators to co-operate with Podaris's support staff and to follow the instructions of Podaris's personnel regarding the Support Services.
- 3.8 Podaris's support obligations under these Support Terms are subject to the Subscriber properly discharging its responsibilities hereunder and under the Platform Ts&Cs.

4. SUPPORT EXCLUSIONS

- 4.1 Notwithstanding anything to the contrary in these Support Terms or the SLA Schedule, the Support Services shall not extend to, and Podaris shall have no responsibility in relation to any Technical Issues:
- 4.1.1 arising from incorrect installation, set-up, use, handling or storage of Subscriber Content or the Platform functionalities by the Subscriber, its Paid Users or Administrators;
 - 4.1.3 arising from any Malicious Code introduced into the Platform by the Subscriber or through the Subscriber's computer system or Subscriber Content;
 - 4.1.4 relating to any software, hardware or system not supplied by Podaris including the Subscriber's computer equipment used or required in connection with the use of the Platform; or
 - 4.1.6 failures in telecommunication systems, internet connections, power failures or other technical failures or event not arising from the operation of the Platform.
- 4.2 In the event that Podaris expends a significant effort attending to a notification of a Technical Issue and determines (acting reasonably) that the Technical Issue resulted from any of the excluded matters referred to in paragraph 4.1 above, Podaris shall be entitled to charge the Subscriber for the work on a time and materials basis, at Podaris's normal rates.
- 4.3 Other than the warranties, representations and covenants expressly set out in this Support Terms, Podaris gives no warranty nor makes any representation in relation to the Support Service and the Subscriber expressly disclaims and irrevocably waives to the fullest extent permitted by law any representation or warranty on the part of Podaris relating to the Support Services that may be implied by this Support Terms, the Agreement, by custom or by law or otherwise and which is not expressly set out in these Support Terms or in the Order Form, including any implied warranties of quality, merchantability, title or entitlement, fitness for a particular purpose, non-infringement of third party IPRs, the ability to achieve a particular result or functionality, including any warranty or representation that the Support Service will be uninterrupted or error free, and all such implied terms or warranties are excluded from this Agreement.

5. INCORPORATION OF TERMS

- 4.1 Clauses 13 and 16 of the Podaris Platform Terms and Conditions are incorporated by reference into these Support Terms and shall apply *mutatis mutandis* to the Support Services.

SCHEDULE C

SERVICE LEVELS

1. Defined terms

In this Service Levels Schedule, the following words and expressions shall, unless the context otherwise requires, have the meaning given to them below:

“Actual Availability” means Total Scheduled Availability minus Downtime.

“Downtime” means the time that Participants of the Platform are not able to (a) access the Platform, (b) perform ordinary functions to use or receive Platform in accordance with specifications, or (c) utilise the Platform for normal business operations due to failure malfunction or delay. Downtime does not include any unavailability of the Platform due to System Maintenance or a failure or defect arising out of a Force Majeure Event.

“Force Majeure Event” means any failure or delay caused by or the result of causes beyond the reasonable control of a party and could not have been avoided or corrected through the exercise of reasonable diligence, including, but not limited to, acts of God, fire, flood, hurricane or other natural catastrophe, terrorist actions, laws, orders, regulations, directions or actions of governmental authorities.

“System Availability” will be calculated on a monthly basis using the following formula: [(Actual Availability divided by Total Scheduled Availability) multiplied by 100%].

“System Maintenance” means time that the Platform is not accessible to the Subscriber due to maintenance, including for maintenance and upgrading of the software and hardware used by Podaris to provide the Platform. System Maintenance includes scheduled maintenance and unscheduled, emergency maintenance.

“Total Scheduled Availability” means 7 days per week, 24 hours per day, excluding System Maintenance.

2. Service Level Standards. Podaris will at all times during the term of this Agreement maintain the following service levels for the Platform (collectively, the **“Service Levels”**):
 - 2.1. System Availability Service Level. Podaris will provide 100% System Availability over one-month periods, excluding any System Maintenance or Force Majeure Events (as defined below) that result in the Platform not being available to any Participant.
3. System Maintenance Notice. Podaris will provide the Subscriber with at least 5 business days’ prior written notice of any scheduled maintenance or sixty minutes’ advance written notice for unscheduled, emergency maintenance. Podaris will provide such notices to the Subscriber by email to the Administrators. System Maintenance in any given month will not exceed ten minutes per month, and will only be performed on Friday or Saturday between the hours of 1:00 a.m. and 3:00 a.m. (UK time). Any time during which the Platform is unavailable to the Subscriber due to maintenance or other activity by Podaris for which Podaris fails to give notice, which exceeds the permitted time allotment, or which occurs outside of the foregoing permitted hours will be included in the calculation of Downtime.
4. Backups. Provider will backup all Subscriber Data entered into the Platform since the last backup daily to Provider’s backup location. Provider will create a full backup (complete data copy) at least once per week at such backup location. Provider will maintain all backup files for at least 90 days. Upon the Subscriber's request, Podaris will restore data from backup files. Podaris will ensure that backups do not cause system downtime. Podaris will ensure that daily incremental backups in combination with weekly full backups are complete so that no more than 24 hours worth of data will be lost in the event of a disaster. Podaris will restore Data as requested by the Subscriber within 24 hours of the Subscriber's written request.
5. Reporting. During the term of this Agreement, Podaris will, upon the Subscriber’s request, provide monthly reports to the Subscriber that include the Platform’s performance with respect to the Service Levels and such other metrics as reasonably requested by the Subscriber from time-to-time.
6. SLA Credits. If Podaris fails to meet any of the Service Levels, Podaris will issue credits to the Subscriber, calculated as follows (the **“SLA Credits”**):

- 6.1. SLA Credits for Service Availability Service Level Failure. If the System Availability during any given month falls below 99.9%, Podaris will provide the Subscriber with a SLA Credit equal to the percentage of the total monthly fee applicable to the month in which the Service Level failure occurred corresponding to the System Availability Level set forth in the chart below:

System Availability Level	SLA Credit
99.1-99.9%	1% of total monthly fee applicable to month in which failure occurred
96.6-99%	10% of total monthly fee applicable to month in which failure occurred
95-96.5%	25% of total monthly fee applicable to month in which failure occurred
< 95%	100% of total monthly fee applicable to month in which failure occurred

- 6.2. SLA Credit Procedures. Podaris will credit all SLA Credits accrued to the Subscriber in the month in which the SLA Credits accrue, provided that if no further fees will be payable to Podaris hereunder, Podaris will pay such SLA Credits to the Subscriber within 30 days of the end of the month in which such SLA Credits accrue.
- 6.3. Chronic SLA Failure. In addition to the SLA Credits set forth in Section 6.1 above, if Podaris fails to meet any Service Level in any 2 months in a rolling 6 month period during the term of this Agreement, the Subscriber will have the right in its sole discretion to terminate the Services immediately upon written notice to Podaris.
7. Technical Issue Correction.

In the event that the Subscriber reports to Podaris any Technical Issue in the Platform (the Severity Level to be reasonably determined by Podaris), Podaris will respond to such reports as set forth in Section 8 (Response Times) below:

“**Severity Level 1**” is an emergency condition which makes the use or continued use of any one or more functions of the Platform impossible or significantly impaired.

“**Severity Level 2**” is, other than any Severity Level 1 Technical Issue, any condition which makes the use or continued use of any one or more functions of the Platform difficult and which the Subscriber cannot reasonably circumvent or avoid on a temporary basis without the expenditure of significant time or effort.

“**Severity Level 3**” is, other than any Severity Level 1 or Severity Level 2 Technical Issue, any limited problem condition which is not critical in that no loss of Subscriber Content occurs and which the Subscriber can reasonably circumvent or avoid on a temporary basis without the expenditure of significant time or effort.

“**Severity Level 4**” is, other than any Severity Level 1, Severity Level 2 or Severity Level 3 Technical Issue, a minor problem condition or documentation error which the Subscriber can easily circumvent or avoid. Additional requests for new features, if accepted, are classified as Severity Level 4.

“**Severity Level 5**” is a vulnerability in the Platform that:

- (a) poses a serious imminent or active threat to the Subscriber's uptime, users, data, reputation, services or networks. This rare type of vulnerability encompasses active attacks or situations where there is a reasonable belief that exploitation will occur such as: the existence of an exploit or reports of similar attacks against other companies. This may also encompass less severe vulnerabilities that have gained notice in the press or prominent blogs; or
- (b) are serious and potentially dangerous to the Subscriber's uptime, users, data, reputation, services or networks, but there is no indication of imminent threat or active attack. These types of issues may also be reasonably difficult to exploit or may only be exposed to internal users but involve very sensitive data. Podaris may have been notified about this vulnerability by an external party, but they have not made it publicly known.

8. Response Times

Podaris will respond to an Technical Issue, depending on the Severity Level, within the timeframes set forth in the chart below, starting from the time the Subscriber notifies Podaris of the Technical Issue:

Severity Level	Response Time	Workaround Time	Resolution Time
Severity Level 1	Within 30 minutes	1 hour	4 hours
Severity Level 2	Within 4 hours	4 hours	1 day
Severity Level 3	Within 1 day	1 day	7 days
Severity Level 4	Within 1 day	1 day	Earlier of 30 days or next Update
Severity Level 5	Within 1 day	N/A	30 days

- 8.1. Whilst Podaris considers a Technical Issue of Severity Level 5 of utmost criticality, the full resolution may depend on patches or updates being made available by third-parties, hence the 30 day resolution time. However, the Provider will work with the Subscriber to define and implement acceptable mitigations.