SOLVARES FIELD SERVICE

General Terms and Conditions for G-Cloud 15

Visitour
Dynamic Scheduling and Route Optimisation Solution

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PART 1: GENERAL TERMS AND CONDITIONS

These General Terms and Conditions ("Agreement") set out the basis upon which FastLeanSmart UK Ltd, trading as Solvares Field Service ('Solvares') will provide the Services as part of a G-Cloud 15 Call-off contract. The Customer has evaluated the Services and satisfied itself as to their suitability and confirms that it has not relied on any representation or statement other than as set out in the Agreement.

1. Services

1.1 The Customer shall at the date of this Agreement appoint a Customer Project Manager who shall have overall responsibility for the Customer's responsibilities set out in the Service Definition document and the relevant Statement of Work. The Project Manager shall be available to Solvares for consultation at all reasonable times.

1.2 Solvares shall at the date of this Agreement appoint a Solvares Project Manager who shall have overall responsibility for the Solvares responsibilities set out in the Service Definition document and the relevant Statement of Work. The Project Manager shall be available to the Customer for consultation at all reasonable times.

1.3 Solvares and Customer Project Manager's shall attend meetings which may be called by either party on reasonable notice to discuss issues raised from time to time by the Statement of Work or otherwise in connection with this Agreement and the performance of the Services. The functions of the Project Manager's may be performed by an assigned deputy when they are absent.

1.4 Solvares shall carry out the Services as described in this Agreement, which shall include the relevant Statement of Work(s).

1.5 Changes to the Services shall be effective only if agreed by both parties and set out in writing in accordance with the change control procedure set out in Clause 27.

1.6 The Customer shall perform its responsibilities as set out in the Service Definition document when required from time to time in connection with this Agreement. The Customer acknowledges and agrees that the fulfilment by Solvares of its obligations under this Agreement may be dependent on Customer carrying out the Customer's responsibilities in accordance with this Agreement.

1.7 Each party undertakes that where participation by their respective personnel is necessary in the execution of this Agreement such personnel shall possess the appropriate skills and experience in any tasks assigned to them.

1.8 Any new, additional or amended Services will be set out in a Statement of Work or a Change Control Note as per Clause 27). These shall be part of this Agreement and shall not form a separate contract to it. Once a Statement of Work or Change Control Note has been agreed and signed no amendment shall be made to it except in accordance with Clause 27 (Change control) or Clause 19 (Amendment).

1.9 Solvares shall conduct system testing upon completion of the configuration of the Programs to ensure these meet the agreed specifications including as set out in the Service Definition document. Once system testing is complete, Solvares shall provide access to enable the Customer to conduct its user acceptance testing on the Test System.

1.10 The Customer will perform acceptance testing during the Acceptance Period. If Customer accepts or rejects the Program, Customer will so notify Solvares before the end of the Acceptance Period. If Customer rejects a Program, then Customer will provide Solvares with a notice describing the nonconformity, and Solvares will have such period of time agreed to by the parties from the date it receives Customer's notice of nonconformity to, provide a plan for the re-performance of the Program ("Re-performance Plan").

1.11 If the Customer rejects the Program, Solvares shall resolve the errors, defects or other issues with the Program in accordance with the Re-performance Plan at its own cost. When Solvares resubmits the Program or part thereof to the Customer for re-testing, the Acceptance Period shall begin to run again.

1.12 During the Acceptance Period, the Customer may cancel the licence in respect of any Program by giving written notice to Solvares in the event that the Program fails to comply with its respective functions and facilities set out in the Service Definition document or any agreed Statement of Work or in the event that the Customer demonstrates to Solvares that the Program fails to comply with its respective functions and facilities set out in the Service Definition document, or a Statement of Work and Solvares fails to remedy such defect within 30 days of written notice from the Customer specifying such failure. Notwithstanding Clause 1.13, unless such cancellation notice is received by Solvares during the Acceptance Period in respect of such Program the Program shall be deemed to have been accepted by the Customer at the end of the Acceptance Period. Solvares shall refund an amount equal to any SaaS Fees already paid and not used by the Customer in respect of any such cancelled licences and deactivate access to that Program(s). The rights of rejection and reimbursement of the applicable SaaS Fees paid in respect of a Program are the sole remedy of the Customer for failure of the Program to comply with its respective functions and facilities set out in the Service Definition document during the Acceptance Period.

1.13 Program(s) will be deemed to be accepted as soon as the Program(s) are used in a "live" environment (i.e.: for other than Implementation and Acceptance testing purposes) and the sole remedy of the Customer in respect of any errors or defects in such Program shall (subject to payment by the Customer of the applicable fees) be to require Solvares to provide Support and Maintenance Services.

1.14 Errors or defects in the Program identified after expiry of the Acceptance Period following the Go-Live Date shall be resolved in accordance with the Support and Maintenance Services.

2. Payment

2.1 The Customer shall pay Solvares Fees agreed upon the dates and/or occasions set out in the Visitour Pricing

and Call-off document provided. All Fees shall be due and payable within the period from receipt by the Customer of a valid invoice

2.2 Without prejudice to Solvares's other rights under this Agreement, in the event that payment of a valid invoice remains overdue Solvares may suspend provision of the Services after giving notice that the overdue payment must be made within 30 days of such notice.

2.3 Solvares reserve the right to review all Fees hereunder in the event of:
(a) changes to the Statement of Work through the change control procedure set out in Clause 28; or
(b) delays on the Statement of Work resulting from Solvares suspending Services due to the Customer's failure to make payments when due; or
(c) the Customer's failure to carry out in any reasonably specified timescale its responsibilities or obligations set out in the Statement of Work; or
(d) the Customer requesting that Solvares delay work for any reason.

2.4 Any amount payable by the Customer to Solvares under this Agreement which has not been paid by the due date referred to in Clause 2 shall be subject to a late payment charge calculated on a day to day basis from the said due date of 3% per annum above the base rate of Barclays Bank UK in force from time to time. Such interest to run from the date when payment is due and payable until the date that payment is received, whether before or after judgement (both dates inclusive.)

2.5 All prices and fees payable hereunder are exclusive of Value Added Tax or any similar sales tax. All such taxes are payable by the Customer and shall be applied in accordance with relevant legislation in force at the tax point date.

2.6 The Customer may dispute an invoice or any part of it, only by: (i) notifying Solvares within 21 days of invoice receipt; (ii) including details of why it disputes the invoice and how much it believes is payable; and (iii) paying all undisputed amounts when due. Following resolution of an invoice dispute, Solvares shall promptly issue a credit note or re-issue the invoice and/or Customer shall promptly make payment as appropriate.

3. Program licence

3.1 Solvares grants a license to the Customer for the Application Programs purchased for the duration of the SaaS Period subject to the licence parameters set out in the terms set out in Clauses 3.3 to 3.5 below.

3.2 Solvares is providing the solution on a 'Software as a Service' (SaaS) basis and therefore the Database Programs required by the Application Programs form part of the Service and no direct license is granted to the Customer for these Database Programs.

3.3 Licence for Application Programs:

3.3.1 Subject to the Customer's payment and compliance with the terms of this Agreement, Solvares hereby grants the Customer and its Affiliates (subject to the purchase of the necessary subscriptions for such Affiliates), for the Subscription Period, a non-exclusive, non-transferable, non-assignable right to access and use the Application Program(s) via Software-as-a-Service (SaaS) platform for the Customer's and its Affiliates internal business purposes. This is a subscription and is subject to the limitations and restrictions set forth herein and in any applicable service levels. Without limiting the generality of the foregoing, the Customer's rights include the following:

3.3.1.1 Access and Use.
Solvares shall provide the Customer with access to and use of the Application Program(s), including all functionalities necessary for the operation of the Application Program(s) within the Hosted System. The Customer shall access the Application Program(s) solely for internal business purposes in accordance with the usage guidelines provided by Solvares in this Agreement.

3.3.1.2 Data Storage and Back-Up.
The Customer may store and retrieve its own data within the Application Program(s) as provided by Solvares's hosting services. In addition, the Customer may download or extract copies of its own data for archival or back-up purposes, provided that such copies do not include or alter any of Solvares's proprietor titles, copyright notices, trademarked materials, or other intellectual property disclosures.

3.3.2 The Customer may not use Application Programs in any configuration or combination for time-sharing, rental, service bureau use or third party training purposes.

3.3.3 The Customer shall not cause or permit the reverse engineering, disassembly, decompilation, translation or adaptation of the Application Programs except where the Customer has received written approval from Solvares.

3.3.4 Customer is granted a non-exclusive licence to use the Documentation and media in support of the authorised use of the Application Programs.

3.3.5 Solvares shall retain all title, copyright and other proprietary rights in the SaaS Services and Application Programs, Documentation and media upon which they are supplied. The Customer does not acquire any rights, express or implied in the SaaS Services, Application Programs, Documentation or media other than those specified in this Agreement.

3.3.6 The Customer's use of the Database Programs provided under this Agreement is restricted to the extent necessary to facilitate the installation and implementation of the Application Programs. Database Programs may not be used to modify the Application Programs or create new programs or any other form of derivative works. Under this Agreement the Customer shall have no right, either expressly or by implication, to use any code which may be supplied by Solvares on any media other than those Programs for which it has purchased licenses.

3.4 Transfer and Assignment
The rights granted to the Customer in this clause are personal to the Customer, and may not be assigned or transferred to a third party (other than as stated in Clause 14) without the prior written consent of Solvares.

Customer shall not disclose nor make available Programs nor any part thereof to any third party in any form other than as permitted by this Agreement or otherwise agreed with Solvares.

3.5 Unauthorised Use

If unauthorised use is made of Programs, or Solvares has reasonable grounds for suspecting that it has occurred, and such use is attributable to the act or default of Customer, its servants or agents, then without prejudice to Solvares's other rights and remedies, Customer will be liable to pay Solvares such sums as Solvares would have received had Solvares entered into an Agreement with such unauthorised user. Any such Fees shall be in accordance with Solvares's then prevailing price list.

4. Personnel

4.1 Personnel engaged by Solvares or its sub-contractors in the performance of this Agreement shall not be employees or sub-contractors of the Customer but shall instead remain at all times under the conditions of employment of Solvares or its sub-contractors.

4.2 Solvares will inform the Customer of any change in key personnel set out in the applicable Statement of Work and involved with the Customer project delivery and account management.

4.3 Non-Solicitation of Employees or Contractors

4.3.1 In order to protect the legitimate business interests of the Parties, each Party covenants to the other that it shall not (except with the prior written consent of the other Party):
(a) attempt to solicit or entice away; or
(b) solicit or entice away,

4.3.2 from the employment or service of the other Party the services of any Restricted Person (as defined in Clause 4.3.4.) other than by means of a national advertising campaign open to all-comers and not specifically targeted at such staff of the other Party.

4.3.3 Each Party shall be bound by the covenant set out in Clause 4.3.1 during the term of this agreement, and for a period of 12 months after termination or expiry of this Agreement.

4.3.4 For the purposes of this Clause 4.3, a Restricted Person shall mean any firm, company or person employed or engaged by a Party during the Term, who has been engaged in the provision of the Services or the management of this agreement either as principal, agent, employee, independent contractor or in any other form of employment or engagement and who could materially damage the interests of that Party.

4.3.5 If a Party commits any breach of this Clause 4.3, it shall, on demand, pay to the other Party in full and final settlement a sum equal to one year's basic salary or the annual fee that was payable by that Party to the Restricted Person (as at the date of the termination of that Restricted Person's employment or engagement) plus the reasonable and properly incurred recruitment costs incurred in replacing such person. The Parties confirm that these liquidated damages are reasonable and proportionate to protect the legitimate interest of the other Party in performance.

5. Health and safety

5.1 Each party shall take all reasonable precautions to ensure the health and safety of the other party's personnel while they are working at the other party's premises. Both parties agree to observe the provisions of the Health and Safety at Work Act etc 1974 and any amendments thereto and guidance or regulations issued thereunder. Each party shall and shall ensure that their employees, agents and subcontractors comply with the other's rules and policies for the conduct of persons when attending any premises or Site belonging to or under the control of the other and any amendments thereto providing such amendments are notified in writing which notification shall include but not be limited to any signs and notices displayed at any such premises or Site.

5.2 Special Health and Safety Hazards:

The Customer shall notify Solvares of any special health and safety hazards which may exist or arise on Site and which may affect Solvares. Solvares shall draw these hazards to the attention of its employees and sub-contractors or any other persons engaged by Solvares on the work being performed on Site.

6. Warranties

6.1 Application Program Warranty

6.1.1 Solvares warrants in respect of each Application Program licensed to the Customer under this Agreement during the SaaS Period, that each Program shall operate in accordance with and perform all the functions and facilities set out in the Service Definition document.

6.1.2 Solvares warrants and declares that it has the full right and liberty to market, license and supply the Program(s) as provided under this Agreement.

6.1.3 The Customer acknowledges that:
(a) the Programs have not been produced to meet the Client's individual specifications;
(b) the Programs cannot be tested in advance in every possible operating combination and environment; and
(c) it is not possible to produce software known to be error free in all circumstances.

6.2 Professional Services Warranty:

Solvares warrants that the Professional Services shall be undertaken with reasonable care and skill and, where appropriate, in accordance with professional software industry standards.

6.3 Intellectual Property Warranty

Solvares represents and warrants that its performance of Services and in respect of the Application Programs

and the Customer's use of such Services and Application Programs does not and will not violate any Intellectual Property Rights of any third party.

6.4 Remedies:
In the event of breach of the Program Warranties in Clause 6 to 6.3, the Customer shall notify Solvares and allow Solvares reasonable opportunity to correct the Program errors causing the breach of warranty, or replace the defective Program (as the case may be). In the event of breach of the Professional Services Warranty in Clause 6.2 above, the Customer shall notify Solvares and Solvares shall reperform the Professional Services so as to comply with the warranties above, within 30 days of notification from the Customer. The correction of any errors, the replacement of any Program, or reperformance of Professional Services shall, if correctly undertaken, be the Customer's sole remedy in respect of breach of the relevant warranty.

6.5 General:
Except as expressly stated in this Agreement, all other warranties and conditions, whether express or implied, by statute, common law or otherwise, are hereby expressly excluded to the extent permitted by law.

6.6 Information Warranty:
The Customer warrants the accuracy of any information it provides to Solvares in order that Solvares may properly discharge its obligations hereunder.

7. Term and termination

7.1 This Agreement shall, unless otherwise terminated in accordance with this Agreement, commence on the Effective Date and shall continue for the SaaS Period.

7.2 Either party may terminate this Agreement immediately upon written notice (including any Program licence or Professional Services provided hereunder) in the event of the other being in material breach of this Agreement provided that where the breach is remediable, it has not been remedied within 30 (thirty) days of receipt of written notice from the terminating party specifying the breach.

7.3 Either party may terminate the Agreement in the event that the other party takes any step or action in connection with its entering administration, provisional liquidation or any composition or arrangements with its creditors, passes a resolution, applying to court for or obtaining a moratorium under Part A1 of the Insolvency Act 1986, being wound up (whether voluntarily or by order of the court) otherwise than for the purpose of bona fide reconstruction or amalgamation, or a receiver, manager, administrative receiver or administrator on behalf of a creditor is appointed in respect of such other party's business or any part thereof, or circumstances arise which entitle the court, otherwise than for the purpose of a bona fide reconstruction or amalgamation, to make a winding-up order.

7.4 Either party may terminate this Agreement in the event that the other party suffers a Force Majeure Event within the meaning of Clause 13 where such continues for a period of 90 days of more.

7.5 Any termination of this Agreement under this Clause 7 shall be without prejudice to any other rights or remedies of either party under this Agreement or at law and all such rights are cumulative. Any such termination shall not affect any accrued rights or liabilities of either party at the date of termination.

7.6 If any Program licence granted under this Agreement expires or is terminated in accordance with the terms of this Agreement, the Customer shall forthwith (a) cease using the applicable Program(s) and Documentation and (b) upon receiving a request for such certify in writing to Solvares that it has destroyed or returned to Solvares the Program(s) and Documentation in all forms, partial and complete, on all types of media and computer memory, and whether or not modified and merged into other materials.

7.7 On termination of this Agreement for any reason:
(a) all licences granted under this Agreement shall immediately terminate as of the date of termination of this Agreement; and
(b) each party shall return and make no further use of any equipment, data, property, confidential information, documentation and other items (and all copies of them) belonging to the other party.

8. Intellectual property rights

All intellectual property rights in the SaaS Services and Application Program(s) and any Updates shall remain the property of Solvares and its licensors. All intellectual property rights in any other Programs or software shall remain with the owner of such rights. Save for licenses granted as set out in Clause 3, neither party shall gain any ownership, right of access, or right of use in any property of the other by way of this Agreement.

9. Limitation of liability

9.1 Neither party shall have any liability to the other party in contract, tort (including but not limited to negligence) misrepresentation, restitution or otherwise arising out of or in connection with this Agreement for any indirect, consequential, remote or special loss or damage including but not limited to loss of business opportunity, loss of revenue, loss of profit, loss of anticipated savings or loss of goodwill.

9.2 Nothing in this Agreement shall exclude or restrict a party's liability for: death or personal injury resulting from its negligence (or that of its employees, agents or subcontractors); or fraud or fraudulent misrepresentation; non-payment of amounts due under the Agreement; or any other liability for which cannot be limited or excluded by applicable law.

9.3 Subject to Clauses 8 and 9.2 above, this Clause sets out each party's liability in contract, tort or otherwise including any liability for negligence howsoever arising out of or in connection with the Agreement or arising from

the exercise of any rights granted to it hereunder or otherwise in connection with the Agreement. Each party's liability in aggregate shall be limited to the Fees paid by the Customer during the 12 months preceding the date on which the claim arose.

9.4 The parties expressly agree that should any limitation or provision contained in this Clause 9 be held to be invalid under any applicable statute or rule of law it shall to that extent be deemed omitted but if any party thereby becomes liable for loss or damage which would otherwise have been excluded, such liability shall be subject always to Clause 9.3 above.

9.5 Solvares shall neither be liable in any way for any losses caused by the Customer's failure to perform its obligations under this Agreement nor (without limitation) any failure of the Customer to make adequate provisions for recovery of lost or corrupted data.

9.6 The Customer declares that it has accepted the terms of this Agreement in the knowledge that the liability of Solvares is limited and that the Fees payable for the Programs and Services have been calculated accordingly.

9.7 Dates for completion of Services set out in the Schedules are estimates only where, following execution of this Agreement the parties will engage to verify the information provided by Customer and any associated assumptions. Once this exercise is complete the parties will agree appropriate and realistic timescales for the delivery of the Services.

9.8 All references to "Solvares" in this Clause 9 shall, for the purposes of this Clause and Clause 23 only, be treated as including all employees, subcontractors and suppliers of Solvares and its Affiliates, all of whom shall have the benefit of the exclusions and limitations of liability set out in this Clause, in accordance with Clause 23.

9.9 Solvares shall maintain in place appropriate insurance policies for the Term of this Agreement

10. Intellectual property rights indemnity

10.1 Subject to the other conditions of this Clause, Solvares will either:

(a) settle any claim or action brought against the Customer that the use of the Programs and/or Documentation and/or Training Materials by the Customer in accordance with the terms of this Agreement infringes any Intellectual Property Rights of a third party ("Claim"); or

(b) pay any final judgement entered against the Customer with respect to any Claim provided that the Customer:

(i) notifies Solvares in writing within 30 (thirty) days of the Claim;

(ii) With the consent of the indemnified party, such consent not to be unreasonably delayed or withheld, give the indemnifying Party sole control of the defence and settlement of the claim. However the indemnified Party shall have the right, but not the obligation, to participate in the defence of such claim with counsel reasonably acceptable to the indemnifying Party and at the indemnified Party's sole cost and expense;

(iii) gives Solvares complete and accurate information and all reasonable assistance to enable Solvares to settle or defend the Claim.

10.2 If any part of the Programs and/or Documentation and/or Training Materials becomes the subject of any Claim Solvares at its option and expense may at any time:

(a) obtain for the Customer the right under any relevant patent, design right, trade secret or copyright to continue to use such part; or

(b) replace or modify such part so that it becomes non-infringing.

If it is not commercially reasonable to perform either of the above options, Solvares may terminate the licence for such infringing Programs and/or Documentation and/or Training Materials and refund an amount equal to the sum paid by the Customer for such part.

10.3 Solvares shall have no liability under this Clause or otherwise for:

(a) any infringement arising from the combination of the Programs and/or Documentation and/or Training Materials with other products, data or information not supplied by Solvares; or

(b) any infringement arising from the modification of the Programs and/or Documentation and/or Training Materials unless the modification was made or approved expressly by Solvares;

(c) any infringement arising from the supply by the Customer of any information, data, service or applications assistance.

10.4 In no circumstances shall Solvares be liable for any costs or expenses incurred by the Customer without the written authorisation of Solvares and this Clause 10 states the exclusive remedy of the Customer in respect of the infringement or alleged infringement of any patent, design right, trade secret, copyright or other intellectual property right arising from the possession or use of the Programs and/or the Documentation and/or Training Materials.

11. Non disclosure

11.1 By virtue of this Agreement, each party may have access to information that is confidential to the other ("Confidential Information"). Confidential Information shall include (without limitation) the Programs, Operating System Software, Documentation and Training Materials, all know-how, techniques, ideas, principles and concepts which underlie any element of the Programs, Documentation and/or Training Materials and which may be apparent by use, testing or examination of them, the terms of and the fees payable under this Agreement, the books and records of the Customer and all information clearly identified as confidential.

11.2 A party's Confidential Information shall not include information which (a) is or becomes a part of the public domain through no act or omission of the other party, or (b) was in the other party's lawful possession prior to the disclosure and had not been obtained by the other party either directly or indirectly from the disclosing party or

(c) is lawfully disclosed to the other party by a third party without restriction on disclosure; or (d) is independently developed by the other party without breach of the Agreement or (e) disclosed by operation of law. Results of benchmark tests run by the Customer on the Programs may not be disclosed unless Solvares consents to such disclosure in writing before such disclosure is made.

11.3 Unless expressly agreed in writing by the other party (this agreement is not to be unreasonably withheld), each party agrees not to make the other's Confidential Information available in any form to any third party or to use the other's Confidential Information for any purpose other than the performance of this Agreement. Each party agrees to take all reasonable steps to ensure that Confidential Information is not disclosed or distributed by its employees or third parties in violation of this Agreement.

12. Export

Without prejudice to any other restrictions in this Agreement in respect of non-disclosure the Customer will not export to another country, directly or indirectly, the Programs, the Documentation or any direct product thereof or any technical data relating to the Programs without complying with all regulations relating to such export.

13. Force majeure

Neither party shall be liable for any failure or delay in the performance of any of its obligations under this Agreement or for any consequence thereof if such failure or delay is due to reasons beyond its control including but not limited to fire, flood, war, nuclear accident or explosion, civil commotion, interruption of power supplies ("**Force Majeure Event**"). Subject to Clause 7.3 the time for performance by the party liable to perform shall be extended by a period equal to the period of delay.

14. Assignment

Customer shall not assign this Agreement whether in whole or in part without the prior written consent of Solvares where such consent shall not to be unreasonably withheld or delayed. Solvares may assign this Agreement to a purchaser of the whole or substantially the whole of the business of Solvares.

15. Notices

All notices, including notices of change of address, required to be sent hereunder shall be in writing and may be sent by recorded delivery post, by hand, or email to the emails addresses set out below and shall be sent to the addresses registered address for each party (or such other addresses as may be notified under this Clause).

Solvares email address: accountsuk@fastleansmart.com
Customer email address: unless otherwise provided, that of the Customer Project Manager

If sent by Email to the Customer then Solvares will ensure confirmation is received of receipt.

If sent by recorded next day delivery post, it shall be deemed to have been received on the second Business Day after posting or by email at the time of transmission, or, if this time falls outside 09:00 – 17:00 on a Business Day in the place of receipt, then on the next Business Day. If delivered by hand, deemed receipt is at the time the notice is left at the proper address.

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.

16. Severability

In the event that any provision of this Agreement is held to be invalid or unenforceable then the remaining provisions of this Agreement shall remain in full force and effect.

17. Waiver

The rights of either party hereto arising out of any provision of this Agreement or any breach thereof shall not be waived except in writing. Any waiver by a party to this Agreement of its rights under this Agreement or of any breach of this Agreement shall not be construed as a waiver of any other rights or remedies of any other or further breach.

18. Personal data protection including GDPR

18.1 Solvares shall comply in all respects with all Applicable Data Protection Laws within the jurisdiction, including the UK Data Protection Act 2018, and shall at all times remain registered with the UK Data Protection Supervisory Authority and maintain its ICO registration (reference ZA171100). Under this agreement, Solvares is acting as the data processor and the Customer is the data controller. Solvares shall therefore comply with Applicable Data Protection Laws and only act on the written instructions of Customer in respect of such personal

data.

18.2 The Customer confirms that it instructs Solvares to undertake processing of personal data on its behalf exclusively in contemplation of the subject matter and nature set out in the Schedules where any and all ad-hoc data export or processing requests must be made in writing. The duration of processing shall be:

18.2.1 where a fixed term license is provided, limited to the Term; or

18.2.2 where a perpetual license is provided, limited to the term of any maintenance or support services provided.

18.3 Customer ('you','your') confirms that personal data processed on its behalf by Solvares shall, unless otherwise agreed in writing, be limited to the following types:

(a) First and last names of your customers;
(b) Postal addresses of your customers;
(c) Telephone numbers of your customers;
(d) E-mail addresses of your customers;
(e) First and last names of your employees (e.g. field service employees);
(f) Company contact details of your employees (telephone numbers, e-mail addresses);
(g) Private addresses of your employees;
(h) Business addresses of your employees;
(i) Organisational and local positions of your employees in your organisation;
(j) Working times and absences of your employees;
(k) First and last names of the employees of your service providers (e.g. delivery services employees);
(l) Company contact data of employees of your service providers (telephone numbers, e-mail addresses);
(m) Business addresses of employees of your service providers;
(n) Organisational and local positions of employees of your service providers;
(o) Working times and absences of employees of your service providers.

18.4 Customer confirms that data subjects from which the personal data processed by Solvares is gathered shall unless otherwise agreed in writing, be limited to the following categories:

(a) Clients of the Customer;
(b) Employees of the Customer;
(c) Employees of Customer's service providers and sub-contractors.

18.5 Solvares shall ensure that any system on which Solvares holds live or back-up Customer data, including but not limited to personal data, is secure and ensures complete data integrity in accordance with Applicable Data Protection Laws and good industry practice. Solvares shall upon request provide Customer with details of its practices and methodologies to assist with risk management and impact assessment to the extent that such disclosure does not jeopardise security or integrity of Solvares systems.

18.6 Customer confirms that it consents to Solvares using the sub-contractors listed below to perform sub-processing of personal data on its behalf where Solvares shall procure that its sub-contractors shall comply with the provisions of Applicable Data Protection Laws in relation to all personal data that is processed by it in connection with this Agreement:

(a) Solvares FSM GmbH, Schlosskoppelweg 8, 24226 Heikendorf, Germany – quality and security accreditations held by this company include ISO 9001, ISO 14001, ISO 27001
(b) Amazon Web Services EMEA SARL, 38 Avenue John F. Kennedy, L-1855 Luxemburg – quality and security accreditations held by this company include PCI DSS Level 1, ISO 9001, ISO 27001, ISO 27017, ISO 27018

18.7 Solvares shall not transfer any personal data outside of the UK or the EEA without written request from the Customer.

18.8 Solvares shall obtain and maintain, and shall procure that its sub-contractors shall obtain and maintain, all necessary registrations and notifications that it is obliged to obtain and maintain in accordance with Applicable Data Protection Laws now and in the future in respect of providing the Services.

18.9 Solvares shall ensure that each Solvares staff member is subject to a contractual duty of confidence in respect of personal data. Solvares shall also ensure that each Solvares staff member receives an appropriate level of training in the care and handling of personal data commensurate with their job role and level of access to customer personal data;

18.10 Solvares shall put in place processes to fulfil reasonable requests made by Customer in respect of upholding Customer obligations as data controller under Applicable Data Protection Laws including but not limited to:

(a) audit or inspection of Solvares records and infrastructure;
(b) enquiries from Customer or Customer Affiliates relating to the processing of personal data by Solvares;
(c) assisting Customer and Customer Affiliates promptly with any data subject requests or enquiries where Solvares shall notify Customer without undue delay if it receives a request or enquiry from a data subject for access to personal data;
(d) any other matter pertaining to the compliance of both parties with their Applicable Data Protection Laws obligations.

18.11 Solvares shall use appropriate technical, security and organisational measures to prevent unauthorised or unlawful processing of personal data and accidental loss, destruction, damage, theft, use or disclosure of such personal data and provide to Customer without any undue delay any and all information in its possession concerning a breach of such measures discovered by Solvares or its subcontractors;

18.12 Solvares shall not disclose any personal data to any third party in any circumstances other than at Customer's specific written request or where required to do so under applicable law and shall inform the Customer immediately in the event it is asked to perform some act or omission that infringes the Applicable Data Protection Laws.

18.13 The Customer hereby provides its prior, general authorisation for Solvares to transfer Customer personal data

outside of the UK (but within the EEA) as required for the Purpose, provided that the Supplier shall ensure that all such transfers are effected in accordance with Applicable Data Protection Laws. For these purposes, the Customer shall promptly comply with any reasonable request of Solvares, including any request to enter into standard data protection clauses adopted by the EU Commission from time to time (where the EU GDPR applies to the transfer) or adopted by the Commissioner from time to time (where the UK GDPR applies to the transfer).

18.14 Either party may, at any time on not less than 30 days' notice, revise Clause 18 by replacing it (in whole or part) with any applicable standard clauses approved by the EU Commission or the UK Information Commissioner's Office or forming part of an applicable certification scheme or code of conduct (Amended Terms). Such Amended Terms shall apply when replaced by attachment to this agreement, but only in respect of such matters which are within the scope of the Amended Terms.

18.15 Save where a statutory requirement to retain personal data exists, Solvares shall return to Customer or destroy (at sole discretion of Customer) all personal data whether provided by Customer or which are derived from personal data provided by Customer together with all copies in any form and in any media in Solvares power, possession or control upon termination or expiry of this Agreement;

18.16 Nothing in this Clause 18 shall relieve Solvares of liability for the acts or omissions of its subcontractors in relation to personal data processed under this Agreement.

19. Amendments

Where Solvares or the Customer, during the term of this Agreement wishes to make any change to any matter in relation to this Agreement ("a Change") Solvares and/or the Customer may at any time request such a Change and propose an amendment to the Agreement. Any Change shall be subject to the Change Control Procedure set out in Clause 27.

20. Survival

The following clauses shall survive termination of this Agreement:
2, 6, 8, 9, 10, 11, 12, 13 and 14 and any other Clauses which expressly or by implication are intended to continue and survive termination of this Agreement.

21. Bribery and modern slavery

21.1 Bribery

21.1.1 Each party shall:

(a) comply with all applicable laws, statutes, regulations and codes relating to anti-bribery and anti-corruption including but not limited to the Bribery Act 2010 (the “Relevant Requirements”);

(b) have and shall maintain in place throughout the period of this Agreement its own policies and procedures, including adequate procedures under the Bribery Act 2010, to ensure compliance with the Relevant Requirements and will enforce them where appropriate; and

(c) promptly report to the other any request or demand for any undue financial or other advantage of any kind received by it in connection with the performance of this Agreement.

21.1.2 For the purposes of this Clause 21 the meaning of adequate procedures and whether a person is associated with another person shall be determined in accordance with section 7(2) of the Bribery Act 2010 (and any guidance issued under section 9 of that Act), and section 8 of that Act.

21.2 Modern Slavery

21.2.1 Each party shall at all times comply with all applicable laws and sanctions relating to modern slavery and human trafficking including, but not limited to, the Modern Slavery Act 2015.

21.2.2 Each party shall implement and maintain throughout the Term due diligence procedures for its own suppliers, sub-contractors and other participants in its supply chains, to ensure that there is no slavery or human trafficking in its supply chains.

21.2.3 Each party shall notify the other in writing as soon as it becomes aware of:

(a) any breach of potential breach, of its anti-slavery policies from time to time; or

(b) any actual or suspected slavery or human trafficking in a supply chain which has a connection with this Agreement; or

(c) if it is convicted of an offence under the Modern Slavery Act 2015, and shall provide any further details or information as may be reasonably required by the other party.

22. Entire Agreement and effect of purchase orders

22.1 This Agreement, including the Schedules and annexes hereto, constitutes the entire agreement between the parties and supersedes all previous agreements and representations, written or oral, with respect to the subject matter hereof.

22.2 The terms and conditions set out in this Agreement shall prevail over any inconsistent terms or conditions contained in, or referred to in, any Customer purchase order, confirmation of order, or specification, or implied by law, trade custom, practice or course of dealing. The Customer’s standard terms and conditions (if any) attached to, enclosed with, or referred to in, any Customer purchase order shall not govern the agreement between the parties.

23. Rights of third parties

23.1 Except as provided in this Clause 23, a person who is not a party to this Agreement shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Agreement, but this does not affect any right or remedy of a third party which exists, or is available, apart from that Act. For the avoidance of doubt this clause does not seek to prevent any third party from protecting its property and/or seeking to enforce its right to property in law.

23.2 The rights of the parties to terminate, rescind or agree any variation, waiver or settlement under this Agreement is not subject to the consent of any person that is not a party to this Agreement.

24. Arbitration

24.1 Any dispute between the parties arising out of or in connection with this Agreement (other than in relation to the payment of any money) shall in the first instance be referred to the Solvares Project Manager and Customer Project Manager for resolution by commercial negotiation. The parties agree to work together in good faith to try and reach an agreed settlement of any such dispute.

24.2 If within 14 days of the meeting of the Solvares Project Manager and Customer Project Manager pursuant to Clause 24 the dispute has not been resolved, the parties agree to submit the dispute to a Director of Solvares and the Customer's Head of Information Technology or such other person as the Customer sees fit and who shall have authority to settle such dispute on behalf of the Customer. The parties shall meet within 7 days of the referral of any dispute and shall work together in good faith to resolve the dispute.

24.3 If within 14 days after a referral under Clause 24.2 the dispute has not been resolved, the dispute may be referred, by either party, to an expert to be agreed in writing between the parties or in default of such agreement to such expert as shall be nominated at the request of either party by the President of the British Computer Society at the time of the application in accordance with and subject to the provisions of the Arbitration Act 1950. The costs, Fees and expenses incurred in respect of such arbitration including the legal costs of each of the parties will be at the discretion of the arbitrator.

24.4 If for any reason the Dispute is not resolved within 90 Business Days of commencement of any form of dispute resolution pursuant to this Clause 24, the dispute shall be finally resolved by the courts of England and Wales in accordance with Clause 26. Nothing in this Clause 24 shall prejudice either party's right to refer the dispute to the English courts.

25. Reference and publicity

25.1 The Customer approves Solvares mentioning it's name as being a customer, including company logo, in it's marketing materials. The Customer may withdraw this approval in writing at any time.

25.2 The Customer agrees to assist Solvares with creation and publication of a press release announcing the contract immediately upon signing this Agreement, and a detailed case study upon successful Go-Live and satisfaction with the Solvares solution. Solvares and the Customer shall jointly prepare the content of these.

25.3 Solvares shall not issue any press release or case study without the prior written permission of the Customer.

25.4 The use of the reference must not lead to the assumption that Solvares and the Customer are affiliated companies in any form or are otherwise linked.

26. Law and jurisdiction

This Agreement shall be interpreted and the rights and liabilities of the parties shall be determined in accordance with the laws of England and Wales and the parties agree to submit to the exclusive jurisdiction of the English Courts.

27. Change control procedure

27.1 Principles

27.1.1 Where the Customer or Solvares, during the Term, see the need for change to the Services, the Statement of Work, Program(s), timescales, functionality, price and Fees, or require additional Services or new modules or elements of a Program (the foregoing shall not be deemed to constitute an exclusive list), the Customer may at any time request, and Solvares may at any time recommend, such change and propose an amendment to the Statement of Work or the Specification in accordance with the formal Change Control Procedure ("CCP") as set out in Clause 27.2.

27.1.2 Neither the Customer nor Solvares shall unreasonably withhold its agreement to any change.

27.1.3 Unless the Customer and Solvares otherwise agree in writing there shall be no presumption that the obligations undertaken by either party in connection with the Agreement are in any way changed until the amendment to the Agreement has been effected in accordance with the CCP.

27.1.4 No amendments to the Agreement shall be valid unless they have been agreed in writing by or on behalf of Solvares by the Solvares Project Manager and on behalf of the Customer by the Customer Project Manager.

27.2 Procedures

27.2.1 The Customer and Solvares shall discuss changes proposed by either party and such discussion shall result in either agreement not to proceed further with the change, or in a written request for a change by the Customer, or a recommendation for a change by Solvares

27.2.2 Where a written request for a change is received from the Customer, Solvares shall, unless otherwise agreed, submit a **Change Control Note** ("**CCN**"), to the Customer, within seven (7) days for the Customer's approval.

27.2.3 A recommendation for a change by Solvares shall be submitted as a draft CCN direct to the Customer for approval at the time of such recommendation.

27.2.4 Each CCN shall contain:

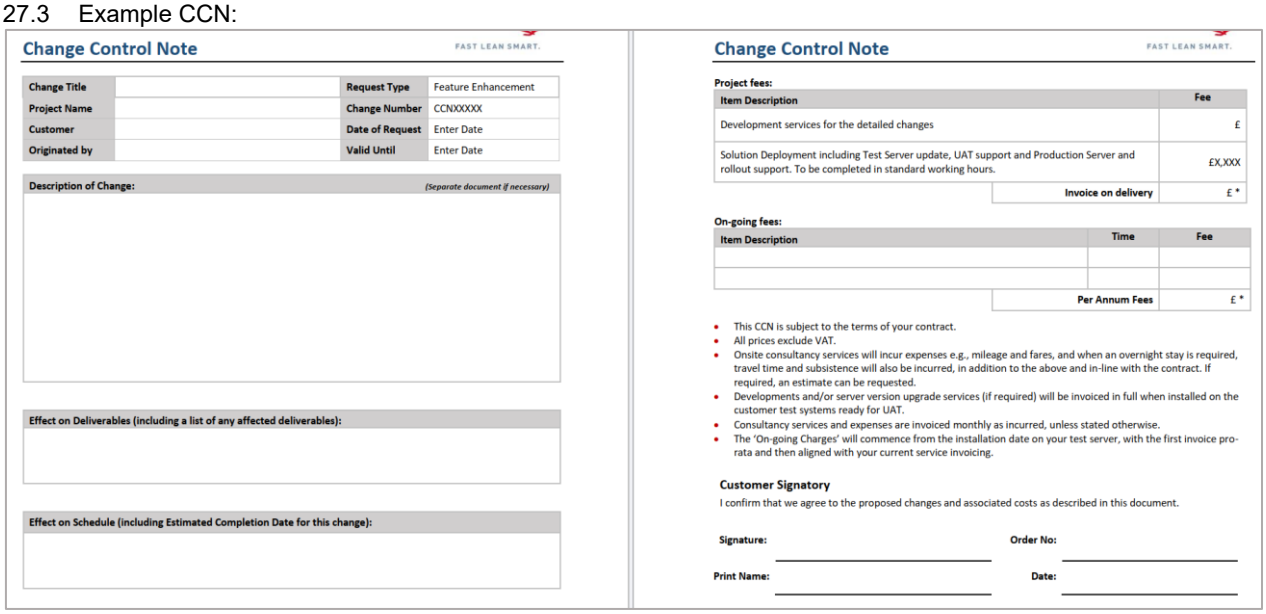
(i) the title of the change;
(ii) the originator and the date of the request or recommendation for the change;
(iii) the reason for the change;
(iv) full details of the change including any specifications and user facilities;
(v) the price, if any, of the change;
(vi) a timetable for implementation together with any proposals for acceptance of the change;
(vii) a schedule of payments if appropriate;
(viii) the impact, if any, of the change on other aspects of the Project including but not limited to:
  (a) milestones
  (b) the overall contractual timetable
  (c) project implementation plan
  (d) the price/Fees
  (e) the overall payment schedule
  (f) documentation list
  (g) resources
  (h) contractual issues
  (i) serviceability and performance levels
  (j) system configuration including store utilisation
  (k) throughput
  (l) resilience
(ix) the date of expiry of validity of the CCN
(x) provision for signature by the Customer and by Solvares

27.2.5 For each CCN submitted the Customer shall, within the period of the validity of the CCN, evaluate the CCN and as appropriate either request further information, approve and sign the CCN, or notify Solvares of the rejection of the CCN.

27.2.6 Acceptance of a CCN shall be in writing, and shall be signed, and shall constitute a formal amendment to the Agreement.

27.2.7 Solvares shall allocate a sequential number to each CCN.

27.3 Example CCN:



Change Control Note FAST LEAN SMART.

Change Title		Request Type	Feature Enhancement
Project Name		Change Number	CCNXXXXX
Customer		Date of Request	Enter Date
Originated by		Valid Until	Enter Date

Description of Change: *(Separate document if necessary)*

Effect on Deliverables (including a list of any affected deliverables):

Effect on Schedule (including Estimated Completion Date for this change):

Change Control Note FAST LEAN SMART.

Project fees:

Item Description	Fee
Development services for the detailed changes	£
Solution Deployment including Test Server update, UAT support and Production Server and rollout support. To be completed in standard working hours.	£X,XXX
Invoice on delivery	£ *

On-going fees:

Item Description	Time	Fee
Per Annum Fees		£ *

- This CCN is subject to the terms of your contract.
- All prices exclude VAT.
- Onsite consultancy services will incur expenses e.g., mileage and fares, and when an overnight stay is required, travel time and subsistence will also be incurred, in addition to the above and in-line with the contract. If required, an estimate can be requested.
- Developments and/or server version upgrade services (if required) will be invoiced in full when installed on the customer test systems ready for UAT.
- Consultancy services and expenses are invoiced monthly as incurred, unless stated otherwise.
- The 'On-going Charges' will commence from the installation date on your test server, with the first invoice pro-rata and then aligned with your current service invoicing.

Customer Signatory

I confirm that we agree to the proposed changes and associated costs as described in this document.

Signature: _____ **Order No:** _____

Print Name: _____ **Date:** _____

27.4 Where the CCN is to implement a new Program or a new and material element of the Services, the parties shall discuss and agree a Statement of Work to be included in the CCN in accordance to Clause 27.2.4 above.

27.5 Each Statement of Work shall be part of this Agreement and shall not form a separate contract to it.

28. Conflict

If there is any conflict or ambiguity between the terms of the documents listed in below, a term contained in a document higher in the list has priority over one contained in a document lower in the list.

(a) the General Terms and Condition of the Agreement
(b) any other Schedule and annexes.

PART 2: DEFINITIONS

The following are the Definitions for this document and also the G-Gloud 15 Pricing and Service Definition documents

"**Acceptance**" means Customer's reasonable determination that the Program conform in all respects with the description set forth in the applicable Agreement, Schedules or annexes or other agreed Statement of Work as applicable.

"Acceptance Period" shall mean in respect of each Program, a period of 30 days from the date of delivery of such Program to the Customer.

"Affiliate" means, in relation to either party, each and any Subsidiary or Holding company of that party and each and any Subsidiary of a Holding company of that party.

"Agreement" shall mean this document, including its Schedules and annexes.

"**Applicable Data Protection Laws"** means to the extent the UK GDPR applies, the law of the United Kingdom or of a part of the United Kingdom which relates to the protection of personal data including but not limited to the Data Protection Act 2018, the UK GDPR, Data Protection (Charges and Information) Regulations 2018 and the Privacy and Electronic Communications (EC Directive) Regulations 2003 (as applicable).
To the extent the EU GDPR applies, the law of the European Union or any member state of the European Union to which the Supplier is subject, which relates to the protection of personal data.

"Application Program(s)" shall mean the Program(s) set out in the Service Definition and Pricing document being Programs designated as application software by Solvares.

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

"**Change Control Note**" means the document used to record agreed changes to a Statement of Work or specific specifications, as per Clause 27.

"Customer Project Manager" shall mean the person for the time being or from time to time duly appointed by the Customer and notified in writing to Solvares, to act as the Customer's representative for the purposes of this Agreement and who may nominate a deputy as appropriate.

"Database Programs" mean the Database Programs utilised by the Application Programs.

"Deliverables" shall mean without prejudice to any other definition contained in this Agreement, any item of software, services or other material or information which Solvares is obliged to deliver to the Customer under this Agreement.

"**Disaster Recovery**" a structured approach for responding to unplanned incidents that threaten the Customers business operations and described in more detail in the Service Definition document.

"Documentation" shall mean the user guides, other manuals, Training Materials and guidance and relevant documentation for the SaaS Services, whether printed or on-line.

"EU GDPR" means the General Data Protection Regulation ((EU) 2016/679) and **"UK GDPR"** means has the meaning given to it in section 3(10) (as supplemented by section 205(4)) of the Data Protection Act 2018.

"Fees" means the total fees and charges payable by the Customer to Solvares for the Services as set out in the Pricing and Call-off documents, or a Statement of Work if applicable.

"Solvares Project Manager" shall mean the person for the time being or from time to time duly appointed by Solvares and notified in writing to the Customer, to act as Solvares's representative for the purposes of the Agreement and who may nominate a deputy as appropriate.

"Go-Live" shall mean the point at which the SaaS Services become operational on the Live System to schedule Resources for business use.

"**Go-Live Date**" shall be the date of Go-Live for first users.

"**Holding company**" and "**Subsidiary**" mean a "holding company" and "subsidiary" as defined in section 1159 of the Companies Act 2006 and a company shall be treated, for the purposes only of the membership requirement contained in subsections 1159(1)(b) and (c), as a member of another company even if its shares in that other company are registered in the name of (a) another person (or its nominee), whether by way of security or in connection with the taking of security, or (b) its nominee. In the case of a limited liability partnership which is a subsidiary of a company or another limited liability partnership, section 1159 of the Companies Act 2006 shall be amended so that: (a) references in sub sections 1159(1)(a) and (c) to voting rights are to the members' rights to vote on all or substantially all matters which are

decided by a vote of the members of the limited liability partnership; and (b) the reference in section 1159(1)(b) to the right to appoint or remove a majority of its board of directors is to the right to appoint or remove members holding a majority of the voting rights.

"Hosted System" shall mean the infrastructure to be provided.

"Implementation" shall mean the activities to be provided relating to the deployment of the Solution and SaaS Services, including workshops, business analysis, solution design, setup/configuration, testing and training to be carried out by Solvares to implement the Programs on the Hosted System in accordance with the Implementation Plan and "**Implementation Services**" shall be construed accordingly.

"**Implementation Plan**" shall mean the high level project plan setting out the programme for the Implementation of the Solution, as set out in the Service Definition document and the Statement of Work.

"**Intellectual Property Right**" or "**IPR**" shall mean patents, copyrights, trademarks (registered or unregistered), database rights, topography rights, know-how, show-how, design rights, domain names, rights in confidential information, trade secrets, trade names or logos and all other generally recognised intellectual property rights subsisting anywhere in the world all of which shall include the right to make applications for registration of any such rights.

"**Live System**" means the live/production servers and infrastructure upon which the Program shall operate

"Milestones" shall be those stages of the Project identified in the Statement of Work as applicable.

"Professional Services" shall mean the Implementation Services and further services agreed by the Customer to be provided by Solvares to the Customer to address specific, identified problems or requirements that fall outside of the SaaS Services and the Support and Maintenance Services. These may include consultancy services, workshops, development of bespoke solutions tailored to unique client challenges.

"Program(s)" means the computer programs listed and described in the Documentation provided.

"**Project"** shall mean Implementation and include delivery of SaaS Services together with the provision of the Professional Services to be carried out by Solvares for the Term in accordance with this Agreement.

"Purpose" shall mean the supply of the Project and that will be hosted on servers supplied and managed by Solvares.

"Resource" is the person or vehicle to be scheduled in the system. This might be known in the customer as an engineer, technician, inspector, surveyor, clinician, nurse etc.

"SaaS Period" shall mean the period commencing from the Effective Date and for the length of time set out in the Call-off document, and subject to any extensions mutually agreed upon by the parties or early termination in accordance with the terms of this Agreement.

"**SaaS Services**" shall mean the provision of Solution by Solvares to the Customer as required for the Term.

"Services" shall mean any combination of the following, as applicable: Implementation Services, Professional Services, Support and Maintenance Services, and the SaaS Services.

"Site" shall mean the Customer's premises unless otherwise notified to Solvares.

"Solution" shall mean the Visitour Dynamic Scheduling and Route Optimisation solution (comprising the applicable Programs).

"Source Materials" shall mean all logic diagrams, flowcharts, orthographic representations, algorithms, routines, utilities, modules, file structures, coding sheets, source codes, listings, functional specifications in relation to an item of software and any amendments or enhancements to the same which Solvares may provide to the Customer.

"Statement of Work" means the solution design document agreed between the parties which describes the key aspects of the new, additional or amended Services, for example the Implementation Plan for the delivery of the Programs.

"**Support and Maintenance Services**" shall mean the ongoing assistance for troubleshooting, resolving issues and maintaining the Program(s), including updates, bug fixes and system performance monitoring to ensure its continued functionality and reliability in accordance with the Agreement and as further detailed in the Service Definition document.

"**Term**" shall mean the period from the Effective Date to the expiry of the SaaS Period.

"**Test System**" means the servers and infrastructure upon which the Program shall operate for user acceptance Testing. This server could be used at other times for integration development testing or training and also as a substitute system in a Disaster Recovery situation. Refer to the Service Definition document.

"Third Party Programs" shall mean the Programs listed in the Call-off document (if applicable).

"Training Materials" shall mean materials provided by Solvares to the Customer in connection with the training services.

"Updates" shall mean subsequent updates combinations or versions of the Program(s) for use with the Hosted System which are generally made available by Solvares to customers who are receiving Support and Maintenance services from Solvares but excludes technology upgrades and future products which Solvares licences separately.