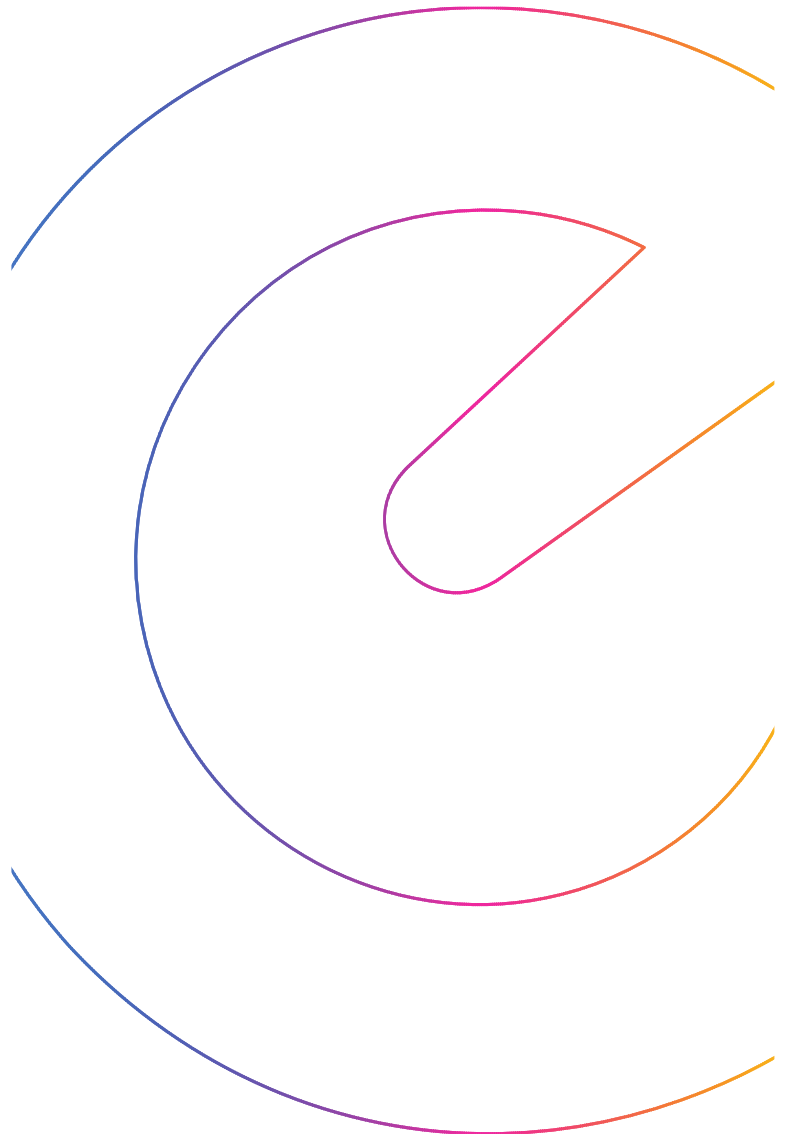




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End User License Agreement (EULA)

This End User License Agreement ("Agreement") is between you ("you" or "Customer") and Edison365 Ltd from which you are procuring the Offerings (defined below)

This Agreement is the parties' entire agreement on this subject and merges and supersedes all related prior and contemporaneous agreements. By agreeing to these terms, you represent and warrant that you have the authority to accept this Agreement, and you also agree to be bound by its terms. This Agreement applies to all Orders entered into under this Agreement. Capitalised terms have the meanings given under clause 12.

License to Offerings

1.1. License grant. Offerings are licensed and not sold as more fully set out in Section 2 below. Upon acceptance of an Order or Quotation ("Order"), and subject to Customer's compliance with this Agreement, Publisher grants Customer a nonexclusive and limited license to use the ordered Offerings. These licenses are solely for Customer's own use and business purposes and are non-transferable except as expressly permitted under this Agreement or applicable law.

1.2. Duration of licenses. Licenses granted on a subscription basis expire at the end of the applicable subscription period set forth in the Order, unless renewed.

1.3. End Users. Customer will control access to and use of the Offerings by End Users and is responsible for any use of the Offerings that does not comply with this Agreement. Customer shall not and shall procure that its End Users shall not reverse engineer, decompile, or disassemble or modify the Offerings, except and only to the extent that such activity is expressly permitted by this Agreement or as allowed by applicable law.

1.4. Affiliates. Customer may order Offerings for use by its Affiliates. If it does, the licenses granted to Customer under this Agreement will apply to such Affiliates, but Customer will have the sole right to enforce this Agreement against Publisher. Customer will remain responsible for all obligations under this Agreement and for its Affiliates' compliance with this Agreement and any applicable Order(s). Customer may not permit any persons other than those permitted users as set out in the Order or under the terms of this Agreement to access or use the Offerings.

1.5. Reservation of Rights. Publisher reserves all rights not expressly granted in this Agreement. Offerings are protected by copyright and other intellectual property laws and

international treaties. Rights to access or use Offerings on a device do not give Customer any right to implement Publisher's patents or other intellectual property in the device itself or in any other software or devices.

1.6. Restrictions. Except as expressly permitted in this Agreement, Documentation or an Order, Customer must not (and is not licensed to):

- a) copy, modify, port, adapt, translate, reverse engineer, decompile, disassemble or create derivative works of any Offering, or attempt to do so;
- b) install or use any third-party software or technology in any way that would subject Publisher's intellectual property or technology to any other license terms;
- c) use an Offering for any unlawful purpose;
- d) distribute, sublicense, rent, lease, or lend any Offerings, in whole or in part, or use them to offer hosting services to a third party; or
- e) provide, or otherwise make available, an Offering in any form, in whole or in part (including, but not limited to, program listings, object and source program listings, object code and source code) to any person without prior written consent from Publisher.

1.7. Feedback. Any Feedback is given voluntarily, and the provider grants to the recipient, without charge, a non-exclusive license under provider's owned or controlled non-patent intellectual property rights to make, use, modify, distribute, and commercialize the Feedback as part of any of recipient's products and services, in whole or in part and without regard to whether such Feedback is marked or otherwise designated by the provider as confidential. The provider retains all other rights in any Feedback and limits the rights granted under this section to licenses under its owned or controlled non-patent intellectual property rights in the Feedback (which do not extend to any technologies that may be necessary to make or use any product or service that incorporates, but are not expressly part of, the Feedback, such as enabling technologies).

Intellectual Property Rights

2.1. Title to an Offering and Documentation is not transferred to you. Ownership of all copies of an Offering and Documentation and of copies made by you is vested in Publisher at all times, subject to the rights of use granted to you in this Agreement.

2.2. You acknowledge and agree that all Intellectual Property Rights in any Offering and Documentation throughout the world belong to Publisher, that rights in any Offering are

licensed (not sold) to you, and that you have no Intellectual Property Rights in, or to, any Offering or the Documentation other than the right to use an Offering and the Documentation in accordance with the terms of this Agreement. You will take no actions which adversely affect Publisher's Intellectual Property Rights in any Offering and Documentation.

2.3. You acknowledge that you have no right to have access to any Offering in source code form.

2.4. Trademarks shall be used in accordance with accepted trademark practice, including identification of trademark owners' names. Trademarks may only be used to identify printed output produced by an Offering, and such use of any trademark does not give you any right of ownership in that trademark.

2.5. Publisher shall defend and indemnify the Customer against all damages, costs, liabilities, expenses and settlement amounts finally awarded against Customer in connection with any claim or action by any third party alleging that the Intellectual Property provided under the Agreement, with no input or direction or instruction from Customer, directly infringes any Intellectual Property Rights registered in the country in which Publisher is providing Services (IPR Claim). The maximum aggregated liability for such indemnification outlined in this clause 2 shall be not exceed \$500,000 and shall count towards the overall cap as set out in clause 8.2.

2.6. If an IPR Claim is brought or in the reasonable opinion of Publisher is likely to be made or brought, Publisher may, at its own expense, ensure that Customer is still able to use the Offering by either:

a) modifying any and all of the provisions of the Offering without reducing the performance and functionality for any or all of the provision of the Offering, so as to avoid the infringement or the alleged infringement, provided that the terms herein shall apply mutatis mutandis to such modified or substituted services and such modified or substituted services shall be acceptable to Customer, such acceptance not to be unreasonably withheld; or

b) procuring a licence or permission to use the Offering on terms which are acceptable to Customer, such acceptance not to be unreasonably withheld.

2.7. Customer shall promptly notify Publisher if any IPR Claim or demand is made or action brought against Customer for infringement or alleged infringement of any third party right which may affect the provision of an Offering.

2.8. Except to the extent that Publisher should reasonably have known or advised Customer the foregoing provisions of clause 2.6, Publisher shall have no obligation or liability for any IPR Claim to the extent such IPR Claim arises from:

a) any use by or on behalf of Customer of the combination with any item not supplied or recommended by Publisher where such use of the Offering directly gives rise to the claim, demand or action; or

b) any modification carried out on behalf of Customer to any item supplied by Publisher if such modification is not authorised by Publisher in writing where such modification directly gives rise to a claim, demands or action.

2.9. Customer shall fully pay and indemnify Publisher and hold it harmless on demand, from and against all actions, claims, liabilities, demands, proceedings, costs suffered or incurred by Publisher, arising by reason of claims that Customer or any of its end users modify, alter, replace combine with any other data, code, documents or other software, which alters an Offering and such alterations infringe the Intellectual Property Rights of a third party. This indemnity applies whether or not legal proceedings are instituted and, if such proceedings are instituted, irrespective of the means, manner or nature of any settlement, compromise or determination. This indemnity shall survive the expiration or termination of this Agreement.

2.10. This clause 2 sets out the entire liability of Publisher with respect to IPR Claims by any Documentation, Offering or any other materials supplied by Publisher, or use thereof, and Publisher shall have no additional liability with respect to any alleged or proven infringement.

2.11. Publisher shall have no liability to indemnify or hold Customer harmless for any payment made by Customer in settlement or compromise of any IPR Claim against Customer.

Privacy

3.1. Both parties will comply with all applicable requirements of Applicable Data Protection Laws. This Clause 3 is in addition to, and does not relieve, remove or replace, a party's obligations or rights under Applicable Data Protection Laws.

3.2. The parties have determined that, for the purposes of Applicable Data Protection Laws, the Publisher shall process the personal data set out here, as a processor on behalf of the Customer.

3.3. Without prejudice to the generality of Clause 3.2 the Customer will ensure that it has all necessary appropriate consents and notices in place to enable lawful transfer of the Customer Personal Data to the Publisher for the duration and purposes of this agreement.

3.4. In relation to the Customer Personal Data, the [Data Processing Schedule](#) ("DP") sets out the scope, nature and purpose of processing by the Publisher, the duration of the processing and the types of personal data and categories of data subject.

3.5. Without prejudice to the generality of Clause 3.2 the Publisher shall, in relation to Customer Personal Data:

- a) process that Customer Personal Data only on the documented instructions of the Customer, unless the Publisher is required by Applicable Laws to otherwise process that Customer Personal Data. Where the Publisher is relying on Applicable Laws as the basis for processing Customer Personal Data, the Publisher shall notify the Customer of this before performing the processing required by the Applicable Laws unless those Applicable Laws prohibit the Publisher from so notifying the Customer on important grounds of public interest. The Publisher shall inform the Customer if, in the opinion of the Publisher, the instructions of the Customer infringe Applicable Data Protection Laws;
- b) implement appropriate the technical and organisational measures to protect against unauthorised or unlawful processing of Customer Personal Data and against accidental loss or destruction of, or damage to, Customer Personal Data, which the Customer has reviewed and confirms are appropriate to the harm that might result from the unauthorised or unlawful processing or accidental loss, destruction or damage and the nature of the data to be protected, having regard to the state of technological development and the cost of implementing any measures;
- c) ensure that any personnel engaged and authorised by the Publisher to process Customer Personal Data have committed themselves to confidentiality or are under an appropriate statutory or common law obligation of confidentiality;
- d) assist the Customer insofar as this is possible (taking into account the nature of the processing and the information available to the Publisher), and at the Customer's cost and written request, in responding to any request from a data subject and in ensuring the Customer's compliance with its obligations under Applicable Data Protection Laws with respect to security, breach notifications, impact assessments and consultations with supervisory authorities or regulators;
- e) notify the Customer without undue delay on becoming aware of a personal data breach involving the Customer Personal Data;

f) at the written direction of the Customer, delete or return Customer Personal Data and copies thereof to the Customer on termination of the Agreement unless the Publisher is required by Applicable Law to continue to process that Customer Personal Data. For the purposes of this clause 3.5.f) Customer Personal Data shall be considered deleted where it is put beyond further use by the Publisher; and

g) maintain records to demonstrate its compliance with this Clause 3 and allow for reasonable audits by the Customer or the Customer's designated auditor, for this purpose, on reasonable written notice.

3.6. The Customer hereby provides its prior, general authorisation for the Publisher to:

a) appoint processors to process the Customer Personal Data, provided that the Publisher:

a) shall ensure that the terms on which it appoints such processors comply with Applicable Data Protection Laws, and are consistent with the obligations imposed on the Publisher in this Clause 3;

b) shall remain responsible for the acts and omission of any such processor as if they were the acts and omissions of the Publisher; and

c) shall inform the Customer of any intended changes concerning the addition or replacement of the processors, thereby giving the Customer the opportunity to object to such changes provided that if the Customer objects to the changes and cannot demonstrate, to the Publisher's reasonable satisfaction, that the objection is due to an actual or likely breach of Applicable Data Protection Law, the Customer shall indemnify the Publisher for any losses, damages, costs (including legal fees) and expenses suffered by the Publisher in accommodating the objection.

b) transfer Customer Personal Data outside of the UK as required for the Purpose, provided that the Publisher 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 the Publisher, 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 Data Protection Legislation applies to the transfer).

3.7. Either party may, at any time on not less than 30 days' notice, revise clause 3 by replacing it with any applicable controller to processor standard clauses or similar terms forming part of an applicable certification scheme (which shall apply when replaced by attachment to this

agreement) where there has not been a European Community finding of adequacy pursuant to Article 45 of the EU GDPR in respect of the UK.

Confidentiality

4.1. Confidential Information. "Confidential Information" is non-public information that is designated "confidential" or that a reasonable person should understand is confidential, including, but not limited to, Customer Data, the terms of this Agreement, and Customer's account authentication credentials. Confidential Information does not include information that: (1) becomes publicly available without a breach of a confidentiality obligation; (2) the receiving party received lawfully from another source without a confidentiality obligation; (3) is independently developed; or (4) is a comment or suggestion volunteered about the other party's business, products or services.

4.2. Protection of Confidential Information. Each party will take reasonable steps to protect the other's Confidential Information and will use the other party's Confidential Information only for purposes of the parties' business relationship. Neither party will disclose Confidential Information to third parties, except to its Representatives, and then only on a need-to-know basis under nondisclosure obligations at least as protective as this Agreement. Each party remains responsible for the use of Confidential Information by its Representatives and, in the event of discovery of any unauthorized use or disclosure, must promptly notify the other party.

4.3. Disclosure required by law. A party may disclose the other's Confidential Information if required by law, but only after it notifies the other party (if legally permissible) to enable the other party to seek a protective order.

4.4. Duration of Confidentiality obligation. These obligations apply: (1) for Customer Data, until it is deleted by Publisher; and (2) for all other Confidential Information, for a period of three years after a party receives the Confidential Information.

SLAs.

Publisher offers availability and support obligations for an Offering. Such obligations are set out in the [Service level agreement](#) ("SLA").

Verifying compliance.

6.1. The Customer must keep records relating to Offerings it and its Affiliates use for as long as the Agreement continues and three (3) years thereafter (Audit Period). If an audit,

litigation, or other action involving such records is initiated before the end of the Audit Period, the Customer must retain the records until all issues are resolved.

6.2. At Publisher's expense, Publisher may verify Customer's and its Affiliates' compliance with this Agreement at any time upon 30 days' notice. To do so, Publisher may engage an independent auditor (under nondisclosure obligations) or ask Customer to complete a self-audit process. Customer must promptly provide any information and documents that Publisher or the auditor reasonably requests related to the verification and access to systems running the Offerings. If verification or self-audit reveals any unlicensed use, Customer must, within 30 days, order sufficient licenses to cover the period of its unlicensed use. Without limiting Publisher's other remedies, if unlicensed use is 5% or more of Customer's total use of all Offerings, Customer must reimburse Publisher for its costs incurred in verification and acquire sufficient licenses to cover its unlicensed use at 125% of the then-current Customer price or the maximum allowed under applicable law, if less. All information and reports related to the verification process will be Confidential Information and used solely to verify compliance.

Representation and warranties.

7.1. Publisher continuously represents and warrants that:

- a) it has full rights and authority to enter into, perform under, and grant the rights in, this Agreement;
- b) its performance will not violate any agreement or obligation between it and any third party;
- c) the Offering will substantially conform to the Documentation;
- d) the Offering will not, to the best of the Publisher's knowledge:
 - i. infringe or violate any third party patent, copyright, trademark, trade secret, or other proprietary right; or
 - ii. contain viruses or other malicious code that will degrade or infect any products, services, software, or Customer's network or systems, and
- (e) while performing under this Agreement, Publisher will comply with law, including Data Protection Laws and Anti-Corruption Laws, and will provide training to its employees regarding Anti-Corruption Laws.

7.2. Disclaimer. Except as expressly stated in this Agreement, the Offering is provided as is. To the maximum extent permitted by law, Publisher disclaims any and all other warranties

(express, implied or statutory, or otherwise) including of merchantability or fitness for a particular purpose, whether arising by a course of dealing, usage or trade practice, or course of performance.

7.3. Publisher will make the Offerings and Documentation available to Customer on a non-exclusive, non-transferable basis during the term of the Order solely for Customer's internal business operations and on and subject to the terms and conditions of this Agreement. Notwithstanding the foregoing, Customer acknowledges that the Offerings may include (i) third party software which is licensed to Customer under the provisions of the applicable third party software licence terms, and (ii) some components that are licensed to Customer under "free software" or "open source" licenses which, among other rights, permit the user to copy, modify and redistribute certain programs, or portions thereof and/or have access to the source code for such components ("Free Software Licenses"). To the extent stated in any applicable Free Software License, the terms of such license will apply in lieu of the foregoing. To the extent the terms of any Free Software Licenses prohibit any of the restrictions in this Agreement with respect to such components, such restrictions will not apply to such components. Access to the Offerings is purchased as a subscription and may be subject to the usage limits. Customer agrees and acknowledges that Publisher may require End Users to agree to Publisher's Acceptable Use Policy and privacy policy as part of the sign-up process and prior to the provision of authentication credentials, where applicable.

7.4. Publisher warrant that (i) the Offerings will conform substantially to the general descriptions available from Publisher and that (ii) Publisher will use reasonable endeavours to make the Offerings available in accordance with the SLAs except for planned maintenance carried out during pre-notified maintenance windows and unscheduled maintenance performed outside the maintenance window; provided, that Publisher has used reasonable endeavours to give Customer notice in advance (collectively, the "Service Level Warranty"). The warranties in this Clause 7.4 shall not apply to the extent of any non-conformance which is caused by use of the Offerings contrary to Publisher's instructions, or modification or alteration of the Offerings by any party other than Publisher. Customer will notify Publisher of any non-conformity with the Service Level Warranty and Customer's sole and exclusive right and remedy for any failure to meet the Service Level Warranty will be for Publisher to fix, provide a work around, or otherwise repair or replace the nonconforming portion of the Offerings or, if Publisher are unable to do so, terminate the applicable Offering and return any prepaid fees for the period beginning with Customer's notice of non-conformity through the remainder of the current term of the Order. Notwithstanding the foregoing, Publisher:

a) does not warrant that Customer's use of the Offerings will be uninterrupted or error-free or that the Offerings, the Documentation and/or the information will meet Customer's requirements; and

b) is not responsible for any delays, delivery failures, or any other loss or damage resulting from the transfer of data over communications networks and facilities, including the internet and/or the Microsoft Office 365 and Azure services and Customer acknowledges that the Offerings and the Documentation may be subject to limitations, delays and other problems inherent in the use of such communications facilities.

7.5. Publisher shall be entitled to change the Offerings during the term of the Order unless such changes amount to, directly or indirectly, a material reduction of the functionalities or characteristics of the Offerings as originally provided at the start of the term. Publisher shall be entitled at any time to improve or update the Offerings in case of: (i) improvements or updates necessary to fix defects, bugs, malfunctioning or errors of the Offerings; and/or (ii) to cure security vulnerabilities; and/or (iii) the application of any new laws, regulations acts or orders of the authorities.

7.6. Publisher may suspend Customer's access to the Offerings if Publisher has reasonable evidence Customer's use of the Offerings poses possible serious risks to Publisher's systems or the Offerings. Publisher will provide advance notice of such suspension when reasonably practicable.

Publisher may suspend Customer's access to the Offerings if Publisher has reasonable evidence Customer is using or has used the Offerings in breach of the Acceptable Use Policy. Publisher shall promptly inform Customer of any such suspension and if Customer is unable to establish use in conformance with the Acceptable Use Policy or (if applicable) remedy an acknowledged breach that is capable of remedy within a reasonable time, then Publisher may terminate Customer's access to the Offering.

Limitation of liability.

8.1. Publisher shall not in any circumstances whatsoever be liable to Customer, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, arising under or in connection with the Agreement for:

- a) loss of profits, sales, business, or revenue;
- b) business interruption;
- c) loss of anticipated savings;

- d) loss or corruption of data or information;
- e) loss of business opportunity, goodwill or reputation;
- f) any special, indirect or consequential loss, damage, charges or expenses; or
- g) loss or damage suffered by Customer as a result of any action brought by a third party (save for any action brought by a third party that are covered by the indemnity in clause 2.5) even if such loss was reasonably foreseeable or Publisher had been advised of the possibility of Customer incurring the same.

8.2. Other than the losses set out in clause 8.1 (for which Publisher is not liable), Publisher's maximum aggregate liability under or in connection with this Agreement whether in contract, tort (including negligence) or otherwise, shall in all circumstances be limited to a sum equal to 100% of the fees paid in the preceding 12 months following a claim. This maximum cap does not apply (1) for Offerings provided free of charge and distributable code that Customer is authorised to redistribute to third parties without payment to Publisher, in which case Publisher's liability is limited to direct damages finally awarded up to a value of £5,000; or (2) to clause 8.3.

8.3. Nothing in this Agreement shall limit or exclude either party's liability for:

- a) death or personal injury resulting from our negligence;
- b) fraud or fraudulent misrepresentation;
- c) any other liability that cannot be excluded or limited by relevant law as set out in Section 11.11.

Pricing and payment.

9.1. Any quote given by the Publisher for the Offerings shall not constitute an offer. Quotes remain open for acceptance for a period of thirty (30) business days from the date of the quote after which they shall lapse automatically.

9.2. The Customer shall be responsible to Publisher for ensuring the accuracy of the terms of any quote or Order submitted or accepted by the Customer and for giving the Publisher any necessary information within a reasonable time to enable the Publisher to supply the Offerings in accordance with the terms of this Agreement.

9.3. Subject to giving written notice to the Customer, the Publisher reserves the right to make any changes to the Documentation and/or the Offerings which are required to conform with

any applicable safety, regulatory or other statutory requirement which do not materially affect the quality or performance of the Offerings.

9.4. The Customer shall pay to Publisher, or its affiliates as applicable, the fees and other charges and expenses without right of deduction or set-off as set out in the quote and/or the Order; where no charge has been quoted (or a quoted price is no longer valid) the charges listed in the Publisher's published price list current at the date of acceptance of the order shall be payable. The fee shall be payable in the currency shown on the invoice and shall be payable on the date set out in the Order Form unless such date is silent, in which case, 30 days from the invoice date prior to the Offerings being provided to you, unless otherwise agreed by the Publisher. In the event the Customer pays by direct debit, the details of such direct debit payments shall be set out in the Order.

9.5. The Publisher reserves the right by giving written notice to the Customer to amend the pricing of the Offerings to reflect any increase in price that is due to:

- a) any delay caused by the failure of the Customer to give the Publisher adequate information or instructions;
- b) any factor beyond the control of the Publisher (including foreign exchange fluctuations, increases in taxes, levies, duties, withholding taxes, and increases in labour, materials and other manufacturing costs); or
- c) any request by the Customer to change the delivery/ performance date(s), quantities or types of Offerings ordered or the Order.

9.6. All payments by the Customer hereunder shall be in the currency set out in the Order and shall be paid to the Publisher's bank account as advised by the Publisher to the Customer in writing.

9.7. All amounts stated are gross amounts but exclusive of VAT or other sales tax which shall be paid by the Customer, if applicable, at the then prevailing rate subject to receipt of a valid VAT invoice or other sales tax invoice.

9.8. Should the Customer be required by any law or regulation to make any deduction on account of tax including but not limited to withholding tax or otherwise on any sum payable under the Offerings, the fees payable shall be increased by the amount of such tax to ensure that the Publisher receives a sum equal to the amount to be paid under the applicable Order.

9.9. Without prejudice to any other remedy that the Publisher may have, if payment of the fees or any part thereof is overdue then unless the Customer has notified the Publisher in writing that such payment is in dispute within 10 days of the receipt of the corresponding invoice the Publisher may, without prejudice to any other rights or remedies, charge the Customer interest on the overdue amount at the rate of 4% per annum above Revolut Bank Plc base rate from time to time. Such interest shall accrue on a daily basis from the due date until actual payment of the overdue amount, whether before or after judgment. The Customer shall pay the interest together with the overdue amount.

9.10. The Publisher reserves the right, on giving the Customer 30 days' notice, to increase the fees. If the Customer does not agree with this increase, then they may terminate the Offerings upon 30 days written notice and before such price increase takes effect. If the Publisher does not receive written notice within thirty (30) days, the Customer is deemed to have agreed to the amendment to the fees.

Term and termination.

10.1. Term. This Agreement is effective until terminated by a party, as described below. The term for each Order will be set forth therein.

10.2. Termination without cause. Unless otherwise set forth in an Order, either party may terminate this Agreement or any Order without cause on 60 days' notice. Termination without cause will not affect Customer's perpetual licenses, and licenses granted on a subscription basis will continue for the duration of the subscription period(s) and be fully paid by the Customer until the end of the relevant term, subject to the terms of this Agreement. Publisher will not provide refunds or credits for any partial subscription period(s) if the Agreement or an Order is terminated without cause.

Termination for cause. Without limiting other remedies it may have, either party may terminate this Agreement or any Order immediately on notice if (i) the other party materially breaches the Agreement or an Order, and fails to cure the breach within 30 days after receipt of notice of the breach; or (ii) the other party becomes Insolvent. Upon such termination, the following will apply:

- a) All Offerings granted under this Agreement will terminate immediately except for fully-paid, perpetual licenses.
- b) All amounts due under any unpaid invoices will become due and payable immediately.

c) If Publisher is in breach, Customer will receive a credit for any subscription fees, including amounts paid in advance for unused consumption for any usage period after the termination date.

10.3. Suspension. Publisher may suspend use of the Offering without terminating this Agreement during any period of material breach. Publisher will give Customer reasonable notice before suspending the Offering. Suspension will only be to the extent reasonably necessary.

10.4. Survival. The terms of this Agreement, including the applicable Order, that are likely to require performance, or have application to events that may occur, after the termination or expiration of this Agreement or any Order, will survive termination or expiration, including all indemnity obligations and procedures.

10.5. Termination Rights and Remedies. Termination under this Agreement shall not affect any of the party's rights and remedies that have accrued as at termination, including the right to claim damages in respect of any breach of the License that existed at or before the date of termination.

Miscellaneous.

11.1. Entire Agreement. This Agreement and the Order constitutes the entire understanding between Publisher and Customer relating to its subject-matter supersedes all prior and contemporaneous communications, whether written or oral, regarding the subject matter covered in this Agreement.

11.2. If there is a conflict between any parts of this Agreement, the following order of precedence will apply:

a) Order; and

b) this Agreement.

11.3. Independent contractors. The parties are independent contractors. Customer and Publisher each may develop products independently without using the other's Confidential Information.

11.4. Agreement not exclusive. Customer is free to enter into agreements to license, use, and promote the services of others.

11.5. Amendments. Unless otherwise agreed in a writing signed by both parties, Publisher will not change the terms of this Agreement, including privacy terms, during the term of this Agreement.

11.6. Assignment. Either party may assign this Agreement to an Affiliate, but it must notify the other party in writing of the assignment. Customer consents to the assignment to an Affiliate or third party, without prior notice, of any rights Publisher may have under this Agreement to receive payment and enforce Customer's payment obligations, and all assignees may further assign such rights without further consent. Furthermore, either party may assign this Agreement without the consent of the other party in connection with a merger, reorganization, acquisition, or other transfer of all or substantially all of such party's assets. Any other proposed assignment of this Agreement must be approved by the non-assigning party in writing. Assignment will not relieve the assigning party of its obligations under the assigned Agreement. Any attempted assignment without required approval will be void.

11.7. Severability. If any part of this Agreement is held to be unenforceable, the rest of the Agreement will remain in full force and effect.

11.8. Waiver. Failure to enforce any provision of this Agreement will not constitute a waiver. Any waiver must be in writing and signed by the waiving party.

11.9. No third-party beneficiaries. This Agreement does not create any third-party beneficiary rights except as expressly provided by its terms.

11.10. Notices. Notices must be in writing and will be treated as delivered on the date received at the address, date shown on the return receipt, email transmission date, or date on the courier or fax confirmation of delivery. Notices to Publisher must be sent to the address stated in the Order. Notices to Customer will be sent to the individual at the address Customer identifies on its account as its contact for notices. Publisher may send notices and other information to Customer by email or other electronic form.

11.11. Applicable law.

The laws of England and Wales apply and the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this Agreement or its subject matter or formation (including non-contractual disputes or claims).

11.12. Compliance with laws. Publisher will comply with all laws and regulations applicable to its provision of the Offerings. Publisher will obtain and maintain any approvals, licenses, filings, or registrations necessary to its performance, and will comply with all law (including law related to export, corruption, money laundering, or any combination of these). Customer must also comply with laws applicable to their use of the Offerings.

11.13. Construction. Neither party has entered this Agreement in reliance on anything not contained or incorporated in it. This Agreement is in English only. Any translation of this Agreement into another language is for reference only and without legal effect. If a court of competent jurisdiction finds any term of the Agreement unenforceable, the Agreement will be deemed modified as necessary to make it enforceable, and the rest of the Agreement will be fully enforced to effect the parties' intent. Lists of examples following "including", "e.g.", "for example", or the like are interpreted to include "without limitation," unless qualified by words such as "only" or "solely." This Agreement will be interpreted according to its plain meaning without presuming that it should favour either party. Unless stated or context requires otherwise:

- a) all internal references are to this Agreement and its parties;
- b) URLs are understood to also refer to successors, localizations, and information or resources linked from within websites at those URLs which are subject to change;
- c) "written" or "in writing" means a paper document only, except where email is expressly authorised;
- d) "days" means calendar days;
- e) "may" means that the applicable party has a right, but not a concomitant duty;
- f) "current" or "currently" means "as of the Effective Date" but "then-current" means the present time when the applicable right is exercised or performance rendered or measured; and
- g) a writing is "signed" when it has been hand-signed (i.e., with a pen) or signed via an electronic signature service by a duly authorised representative of the signing party.

Definitions.

"Acceptable Use Policy" means the "Acceptable Use Policy" as provided by the publisher and may be updated by the Publisher from time to time.

"Affiliate" means any legal entity that controls, is controlled by, or is under common control with a party.

"Applicable Laws" means:

a) To the extent the UK Data Protection Legislation applies, the law of the United Kingdom or of a part of the United Kingdom.

b) To the extent EU GDPR applies, the law of the European Union or any member state of the European Union to which the Publisher is subject.

"Applicable Data Protection Laws" means:

c) To the extent the UK Data Protection Legislation applies, the law of the United Kingdom or of a part of the United Kingdom which relates to the protection of personal data.

d) To the extent the EU GDPR applies, the law of the European Union or any member state of the European Union to which the Publisher is subject, which relates to the protection of personal data.

"Anti-Corruption Laws" means all laws against fraud, bribery, corruption, inaccurate books and records, inadequate internal controls, money-laundering, and illegal software, including the U.S. Foreign Corrupt Practices Act.

"Control" means ownership of more than a 50% interest of voting securities in an entity or the power to direct the management and policies of an entity.

"Confidential Information" is defined at clause 4.

"Commissioner" the Information Commissioner (see section 114, DPA 2018).

"Customer Data" means all data, including all text, sound, software, image or video files that are provided to Publisher or its Affiliates by, or on behalf of, Customer and its Affiliates through use of the Offering. Customer Data does not include Support Data.

"Customer Personal Data" any personal data which the Publisher processes in connection with this Agreement, in the capacity of a processor on behalf of the Customer.

"Documentation" means all user manuals, handbooks, training material, requirements, and other written or electronic materials Publisher makes available for, or that result from use of, the Offering.

"edison365" means the modular provider hosted suite which makes use of Office365 and Azure to provide end to end innovation and portfolio management functionality as more particularly described in the Documentation and/or at www.edison365.com to be provided by Publisher to Customer as set out herein.

"End User" means any person Customer permits to use an Offering or access Customer Data.

"EU GDPR" the General Data Protection Regulation ((EU) 2016/679).

"Feedback" means ideas, suggestions, comments, input, or know-how, in any form, that one party provides to the other in relation to recipient's Confidential Information, products, or services. Feedback does not include sales forecasts, future release schedules, marketing plans, financial results, and high-level plans (e.g., feature lists) for future products.

"Insolvent" means admitting in writing the inability to pay debts as they mature; making a general assignment for the benefit of creditors; suffering or permitting the appointment of a trustee or receiver for all or any of its (i.e., the non-terminating party's) assets, unless such appointment is vacated or dismissed within 60 days from the date of appointment; filing (or having filed) any petition as a debtor under any provision of law relating to insolvency, unless such petition and all related proceedings are dismissed within 60 days of such filing; being adjudicated insolvent or bankrupt; having wound up or liquidated; or ceasing to carry on business.

"Intellectual Property Rights" means any and all patents, rights to inventions, copyright and related rights, moral rights, trade-marks and service marks, business names and domain names, rights in get-up and trade dress, goodwill and the right to sue for passing off or unfair competition, rights in designs, rights in computer software, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets) and Publisher's ownership rights extend to any images, photographs, animations, videos, audio, music, text and "applets" incorporated into any Offering, all accompanying printed materials and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.

"Offering" means the use of edison365 and related services, identified in an Order and that Publisher makes available under or in relation to this Agreement. Offering availability may vary by region.

“Order” means the quotation used to transact the Offering as sent under separate cover by the Publisher to the Customer and whereby the terms of this Agreement are incorporated.

“Representatives” means a party’s employees, Affiliates, contractors, advisors and consultants.

“Support Data” means all data, including all text, sound, video, image files, or software, that are provided to Publisher by or on behalf of Customer (or that Customer authorises Publisher to obtain from an Offering) through an engagement with Publisher to obtain technical support for the Offering covered under this Agreement.

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

“UK GDPR” the EU GDPR as it applies in the UK after the end of the transition period (as set out in Article 126 of the EU-UK Withdrawal Agreement) by virtue of section 3 of the European Union (Withdrawal) Act 2018.

“Use” means to copy, download, install, run, access, display, use or otherwise interact with.

Master Service Agreement (MSA)

Background

This Agreement sets out the terms and conditions (the "Conditions") Edison 365 Limited incorporated and registered in England and Wales with company number 11278591 whose registered office is at Marlow International, Parkway, SL7 1YL, United Kingdom, as more fully set out in the Statement of Work) will provide the Client (the entity as set out in the Statement of Work or Quotation) the services as set out in a Statement of Work or Quotation which shall be sent under separate cover ("Services").

These Conditions apply to the Agreement and any agreed Statement of Work or quotation (the "Statement of Work") to the exclusion of any other terms that the Client seeks to impose or incorporate, or which are implied by trade, custom, practice or course of dealing, save for any executed Standard Contractual Clauses (SCCs) where relevant and the Client's use of the software solution known as edison365 (the "Software") which shall be governed by the End User License Agreement (such terms shall be sent separately).

Section	Header
1	<u>Order of Precedence</u>
2	<u>Supply of Services</u>
3	<u>Client's obligations</u>
4	<u>Fees</u>
5	<u>Term and termination</u>
6	<u>Consequences of termination</u>
7	<u>Limitation of liability</u>
8	<u>Data protection</u>
9	<u>General</u>

The parties agree, in consideration of the parties' respective obligations under this Agreement, as follows:

1. Order of Precedence

1.1 In the event of any conflict or inconsistency between the Clauses of this Agreement, and the Statement of Work (including any changes made to each document), the following order of precedence shall apply (in decreasing order) to the extent of such conflict or inconsistency:

1.
 - a. Statement of Work;
 - b. the Clauses in this Agreement.

2. Supply of Services

2.1 Commencing on the date specified above, the Supplier shall perform the Services in accordance with this Agreement. In supplying the Services, the Supplier agrees that:

1.
 - a. it shall supply the Services to the Client in accordance with the agreed Statement of Work in all material respects;
 - b. it shall determine where the location of the Services shall be delivered unless agreed to in the relevant Statement of Work;
 - c. it shall use commercially reasonable endeavours to meet any performance timelines specified under a Statement of Work but any such timelines shall be estimates only and time shall not be of the essence for the performance of the Services;
 - d. it warrants to the Client that the Services will be provided using reasonable care and skill; and
 - e. in the event the Client identifies any non-conformity with the Services, the Client shall promptly notify the Supplier of any such non-conformities and the Supplier shall rectify the non-conformity within a reasonable time frame from the date the Supplier received the complaint; and

2.2 it will comply with all applicable laws, statutes, regulations from time to time in force.

2.3 Either party may request changes to any Statement of Work (in each case, a “Change Request”). Any Change Request shall be made in writing (including email) and sent to the Client representative or Supplier representative, as appropriate and shall set out the change in sufficient detail so as to enable the other party to make a proper assessment of such change. Any agreed to changes shall continue to be subject to these Conditions.

2.4 Neither party shall be required to accept any Change Request made by the other party and shall not be bound by the Change Request unless it has been agreed in writing as set out above.

3. Client's obligations

3.1 The Client shall:

1.
 - a. co-operate with the Supplier in all matters relating to the Services;
 - b. provide the Supplier with access to appropriate members of the Client's staff and equipment, as such access is reasonably requested by the Supplier, in order for the Supplier to perform the Services;
 - c. provide such information, documentation and data as the Supplier may reasonably request in order for the Supplier to perform the Services in a timely manner;
 - d. appoint a designated primary contact who manages any escalation and who shall be the key person for the Supplier to co-ordinate with;
 - e. adhere to the dates scheduled for provision of Services by the Supplier to the Client as stated in the applicable Statement of Work or otherwise agreed between the parties in writing. In the event the Client wishes to reschedule or cancel the dates for the provision of Services, liquidated damages (“Liquidated Damages”) will become payable from the Client to the Supplier on the following basis:
 - f. if dates are changed or cancelled at the Client’s request more than seven (7) days before the scheduled start date no Liquidated Damages are payable;
 - g. if dates are changed or cancelled between seven (7) days and two (2) days before the scheduled start date Liquidated Damages equivalent to fifty

percent (50%) of the Fees (as defined in Clause 4 below) for the Services to be provided at that time will be payable;

- h. if dates are changed or cancelled less than two (2) days before the scheduled start date Liquidated Damages equivalent to one hundred percent (100%) of the Fees (as defined in Clause 4 below) for the Services to be provided at that time will be payable.

3.2 If the Supplier considers that the Client is not, or may not, be complying with any of the Client's obligations, it shall be entitled to rely on this as relieving the Supplier's performance under the Agreement if the Supplier, promptly after the actual or potential non-compliance has come to its attention, has notified details of it to the Client in writing.

4. Fees

4.1 It is agreed that:

1.

- a. the Client shall pay to the Supplier the fees, costs, expenses or other costs in accordance with any agreed Statement of Work (the Fees). Unless otherwise agreed, the Fees are exclusive of any value added tax and travel related expenses; and
- b. invoices will be raised as set out in the relevant Statement of Work. All invoices shall be payable thirty (30) days from date of invoice unless otherwise set out in the Statement of Work and time for payment shall be of the essence under this Agreement. In the event of any undisputed invoices not being paid by the Client after given 30 days after notice of any such delays, the Supplier reserves the right to suspend or terminate the Services; and
- c. the Supplier shall obtain the Client's approval before incurring any other costs in relation to the Services, other than costs that are stated in the applicable Statement of Work which are deemed to have been approved by the Client in advance. The Supplier shall provide the Client, at the Client's request, with receipts for all expenses submitted for reimbursement.

4.2 The Supplier reserves the right, on giving the Client 30 days' notice, to increase the Fees on an annual basis with effect from each anniversary of the Commencement Date. If the Client does not agree with this increase, then they may terminate this Agreement upon 30

days written notice and before such price increase takes effect. If the Supplier does not receive written notice within thirty (30) days, the Client is deemed to have agreed to the amendment to the Fees.

4.3 If the Client fails to pay any amount properly due and payable within such period, the Supplier shall have the right to charge interest on the overdue amount at a rate of 4 per cent per annum above Revolut Bank Plc base rate, accruing on a daily basis from the due date up to the date of actual payment.

5. Term and Termination

5.1 The Agreement shall commence 24 hours prior to the commencement of work ("Commencement Date") for a period of 12 months unless otherwise set out in the applicable Statement of Work ("Initial Term") and shall continue in force unless and until terminated in accordance with the provisions of this Agreement or of any Statement of Work as applicable.

5.2 The Agreement shall, unless terminated earlier in accordance with the Conditions, automatically be extended for successive twelve (12) month periods ("Extended Term") at the end of the Initial Term and at the end of each Extended Term, unless a party gives written notice to the other party, not later than ninety (90) days before the end of the Initial Term or the relevant Extended Term, to terminate the Agreement at the end of the Initial Term or the relevant Extended Term, as the case may be.

5.3 Without prejudice to any rights that the parties have accrued under the Agreement, or as set out elsewhere in these Conditions or any of their respective remedies, obligations or liabilities, either party may terminate the Agreement and applicable Statement of Work (which is subject to the event listed below) with immediate effect by giving written notice to the other party if:

1.
 - a. the other party commits a material breach (including payment obligations) of any material term of the Agreement and (if such breach is remediable) fails to remedy that breach within a period of thirty (30) days after being notified to do so;
 - b. the other party suspends, or threatens to suspend, payment of its debts, or is unable to pay its debts as they fall due or admits inability to pay its debts, or is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986; or

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

6. Consequences of Termination

6.1 If this Agreement terminates in accordance with Clause 5 (and only in such circumstances), then subject to the total Fees incurred, the Client will pay the Supplier, any costs that have been actually and properly incurred by the Supplier prior to the date of termination and/or as otherwise specified by the Supplier to the Client as being payable, unless otherwise agreed:

6.2 The Supplier will, if requested by the Client, provide to the Client a copy of any materials created as part of the Services.

7. Limitation of Liability

7.1 Nothing in this Agreement shall limit or exclude either party's liability for:

1.
 - a. death or personal injury caused by its negligence, or the negligence of its personnel, agents or subcontractors;
 - b. fraud or fraudulent misrepresentation made by that party on which the other party can be shown to have relied.

7.2 Subject to Clause 7.1, the Supplier shall not be liable to the Client, whether in contract, tort (including negligence), for breach of statutory duty, or otherwise, arising under or in connection with this Agreement for:

1.
 - a. loss of profits;
 - b. loss of sales or business;
 - c. loss of agreements or contracts;
 - d. loss of anticipated savings;
 - e. loss of or damage to goodwill; and
 - f. any indirect or consequential loss.

7.3 Subject to Clause 7.1, the parties' total liability to the other, whether in contract, tort (including negligence), breach of its statutory duty, or otherwise, arising under or in connection with this Agreement shall be limited to one hundred per cent (100%) of the total Fees incurred under this Agreement.

8. Data Protection

8.1 For the purposes of this Agreement,

Applicable Laws means (a) to the extent the UK Data Protection Legislation applies, the law of the United Kingdom or of a part of the United Kingdom; (b) to the extent EU GDPR applies, the law of the European Union or any member state of the European Union to which the Supplier is subject.

Applicable Data Protection Laws means (a) to the extent the UK Data Protection Legislation applies, the law of the United Kingdom or of a part of the United Kingdom which relates to the protection of personal data; (b) 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.

Commissioner means the Information Commissioner (see section 114, DPA 2018).

Client Personal Data means any personal data which the Supplier processes in connection with this agreement, in the capacity of a processor on behalf of the Client.

EU GDPR means the General Data Protection Regulation ((EU) 2016/679).

Purpose means the purposes for which the Client Personal Data is processed, as set out in [Schedule 1](#).

Standard Contractual Clauses (SCCs) means the European Commission's Standard Contractual Clauses for the transfer of personal data from the European Union to processors established in third countries (controller-to-processor transfers), as set out in the Annex to Commission Decision 2019/87/EU

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

UK GDPR means the EU GDPR as it applies in the UK after the end of the transition period (as set out in Article 126 of the EU-UK Withdrawal Agreement) by virtue of section 3 of the European Union (Withdrawal) Act 2018.

The terms controller, processor, data subject, personal data, personal data breach and processing shall have the meaning given to them in the UK Data Protection Legislation.

8.2 Both parties will comply with all applicable requirements of Applicable Data Protection Laws. This Clause 8 is in addition to, and does not relieve, remove or replace, a party's obligations or rights under Applicable Data Protection Laws.

8.3 The parties have determined that, for the purposes of Applicable Data Protection Laws, the Supplier shall process the personal data set out in Schedule 1, as a processor on behalf of the Client.

8.4 Without prejudice to the generality of Clause 8.2, the Client will ensure that it has all necessary appropriate consents and notices in place to enable lawful transfer of the Client Personal Data to the Supplier for the duration and purposes of this Agreement.

8.5 In relation to the Client Personal Data, Schedule 1 sets out the scope, nature and purpose of processing by the Supplier, the duration of the processing and the types of personal data and categories of data subject.

8.6 Without prejudice to the generality of Clause 8.2 the Supplier shall, in relation to Client Personal Data:

1.
 - a. process that Client Personal Data only on the documented instructions of the Client, unless the Supplier is required by Applicable Laws to otherwise process that Client Personal Data. Where the Supplier is relying on Applicable Laws as the basis for processing Client Personal Data, the Supplier shall notify the Client of this before performing the processing required by the Applicable Laws unless those Applicable Laws prohibit the Supplier from so notifying the Client on important grounds of public interest. The Supplier shall inform the Client if, in the opinion of the Supplier, the instructions of the Client infringe Applicable Data Protection Laws;

- b. implement appropriate the technical and organisational measures to protect against unauthorised or unlawful processing of Client Personal Data and against accidental loss or destruction of, or damage to, Client Personal Data, which the Client has reviewed and confirms are appropriate to the harm that might result from the unauthorised or unlawful processing or accidental loss, destruction or damage and the nature of the data to be protected, having regard to the state of technological development and the cost of implementing any measures;
- c. ensure that any personnel engaged and authorised by the Supplier to process Client Personal Data have committed themselves to confidentiality or are under an appropriate statutory or common law obligation of confidentiality;
- d. assist the Client insofar as this is possible (taking into account the nature of the processing and the information available to the Supplier), and at the Client's cost and written request, in responding to any request from a data subject and in ensuring the Client's compliance with its obligations under Applicable Data Protection Laws with respect to security, breach notifications, impact assessments and consultations with supervisory authorities or regulators;
- e. notify the Client without undue delay on becoming aware of a personal data breach involving the Client Personal Data;
- f. at the written direction of the Client, delete or return Client Personal Data and copies thereof to the Client on termination of the Agreement unless the Supplier is required by Applicable Law to continue to process that Client Personal Data. For the purposes of this Clause 8.6(f) Client Personal Data shall be considered deleted where it is put beyond further use by the Supplier; and
- g. maintain records to demonstrate its compliance with this Clause 8 and allow for reasonable audits by the Client or the Client's designated auditor, for this purpose, on reasonable written notice.

8.7 The Client hereby provides its prior, general authorisation for the Supplier to:

- 1.
 - a. appoint processors to process the Client Personal Data, provided that the Supplier:

- i. shall ensure that the terms on which it appoints such processors comply with Applicable Data Protection Laws, and are consistent with the obligations imposed on the Supplier in this Clause 8;
 - ii. shall remain responsible for the acts and omission of any such processor as if they were the acts and omissions of the Supplier; and
 - iii. shall inform the Client of any intended changes concerning the addition or replacement of the processors, thereby giving the Client the opportunity to object to such changes provided that if the Client objects to the changes and cannot demonstrate, to the Supplier's reasonable satisfaction, that the objection is due to an actual or likely breach of Applicable Data Protection Laws, the Client shall indemnify the Supplier for any losses, damages, costs (including legal fees) and expenses suffered by the Supplier in accommodating the objection.
- b. transfer Client Personal Data outside of the UK as required for the Purpose, provided that the Supplier shall ensure that all such transfers are effected in accordance with Applicable Data Protection Laws. To the extent that any personal data transferred between the Client and the Supplier requires execution of SCCs in order to comply with the UK Data Protection Legislation, the parties will complete all relevant details in, and execute the SCCs, and take all other actions required to legitimise the transfer. Such SCCs once executed shall form part of this Agreement.

9. General

Confidentiality

9.1 Each party agrees and undertakes that it will treat all confidential information disclosed to it by the other party in connection with the Services as strictly confidential and shall use it solely for the purpose intended by the Services and shall not, without the prior consent of the other party, publish or otherwise disclose to any third party any such confidential information except for the purposes intended by the relevant Statement of Work.

9.2 To the extent necessary to implement the provisions of any Services, each party may disclose confidential information to its employees, agents, sub-contractors and professional advisers, in each case under the same conditions of confidentiality as set out in Clause 9.1.

9.3 The obligations of confidentiality set out in this Clause shall not apply to any information or matter which: (i) is in the public domain other than as a result of a breach of the Agreement; (ii) was in the possession of the receiving party prior to the date of receipt from the disclosing party or was rightfully acquired by the receiving party from sources other than the disclosing party; (iii) is required to be disclosed by law, or by a competent court, tribunal, securities exchange or regulatory or governmental body having jurisdiction over it wherever situated; or (iv) was independently developed by the receiving party without use of or reference to the confidential information.

9.4 For purposes of this Agreement confidential information shall mean all confidential information (however recorded or preserved) disclosed by a party or its employees, officers, representatives, advisers or subcontractors involved in the provision or receipt of the Services (together, its "Representatives") to the other party and that party's Representatives in connection with the Agreement which information is either labelled as such or should reasonably be considered as confidential because of its nature and the manner of its disclosure.

Intellectual Property

9.5 Subject to Clause 9.6 below, on creation by the Supplier and upon the Supplier receiving undisputed payment in full, all intellectual property rights in bespoke materials or code created under the Services (Bespoke IPR) for the Client shall vest automatically in the Client. The Supplier hereby assigns to the Client its present and future rights and full title and interest in such creations, including but not limited to workflows, widgets, business processes, and customised web coding which are used in order to provide the Services. The Client hereby provides an irrevocable, worldwide, royalty-free licence to the Supplier for the duration of this Agreement to use such Bespoke IPR strictly for the purposes of providing the Services.

9.6 Notwithstanding Clause 9.5 above, the Supplier shall retain exclusive ownership of (i) all of its pre-existing intellectual property (Background Materials); and (ii) ideas, concepts, techniques and know-how discovered, created or developed by the Supplier during the performance of the Services that are of general application and that are not based on or derived from the Client's business or the Client's confidential information (General IP) together with the Background Materials, (the Supplier's Intellectual Property). The Supplier grants to the Client a non-exclusive, irrevocable, worldwide royalty free and non-transferable license to use the Supplier's Intellectual Property.

9.7 For the purposes of this Agreement intellectual property rights shall mean, all patents, rights to inventions, copyright and neighbouring and related rights, moral rights, trademarks and service marks, business names and domain names, rights in get-up, goodwill and the right to sue for passing off or unfair competition, rights in designs, rights in computer software, database rights, rights to use, and protect the confidentiality of, confidential information, and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.

9.8 Notwithstanding the above, the Client's use of the Software shall be governed by the EULA (which shall be set out under separate cover).

Third Party Issues

9.9 The Supplier expressly excludes any liability to the Client in the event the Services fail to operate due to any actions and/or omissions of any third parties not within the Supplier's control, including without limitation Microsoft products and services.

Acceptance

9.10 The relevant Statement of Work shall specify the Services that are to be subject to acceptance testing ("Acceptance Testing") and provide a framework for the nature of the testing that will be required.

9.11 In relation to any Acceptance Testing:

1.
 - a. The Client shall have a reasonable period of time, up to five (5) business days unless otherwise specified in the Statement of Work, from the Supplier's delivery of each deliverable under the relevant Statement of Work (the "Acceptance Period") to confirm that such deliverable conforms to the acceptance criteria as agreed between the parties (collectively, the "Acceptance Criteria"). If the Client determines that a deliverable does not conform to the Acceptance Criteria, the Client shall by the last day of the Acceptance Period provide to the Supplier an issues list of the non-conformities to the Acceptance Criteria.

- b. The Client shall use best efforts to correctly and efficiently ensure appropriate Acceptance Testing in relation to any deliverable which is subject to Acceptance Tests and shall notify the Supplier within the Acceptance Period if any of the deliverables do not conform to the Acceptance Criteria. In the event that the Client:
 - i. has undertaken the Acceptance Testing within the Acceptance Period and fails to reject any deliverable within the relevant Acceptance Period; or
 - ii. commences live running of the whole or part of such deliverable other than in the course of undertaking Acceptance Testing,
 - iii. for all purposes under this Agreement, such deliverable shall be deemed accepted as if the Client had issued a written acceptance thereof.
- c. If there are any non-conformities within any deliverable, which have been highlighted by Client or the Supplier during the Acceptance Period and whereby the deliverable has not been accepted by the Client for this reason and such non-conformity is directly attributable to any act or omission on the part of the Supplier, the Supplier shall (without prejudice to the Client's other rights and remedies) carry out all necessary remedial work without additional charge as part of the next deliverable which shall accordingly be modified. In the event of any such remedial work, the Client shall have up to two (2) Business Days unless otherwise agreed by the Supplier (the "Retest Period") to confirm that the deliverable meets the Acceptance Criteria. If the Client fails to notify the Supplier of any issues within the Retest Period, that deliverable shall be deemed accepted.

No partnership or agency

9.12 Nothing in this Agreement is intended to, or shall be deemed to, establish any partnership or joint venture between any of the parties, constitute any part of the agent of another party, or authorise any party to make or enter into any commitments for or on behalf of any other party.

Entire agreement and counterparts

9.13 This Agreement, the [EULA](#) (if applicable) and any executed SCCs, constitute the entire agreement between the parties and supersede and extinguish all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.

9.14 Each party agrees that it shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this Agreement. Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in this Agreement.

Severance

9.15 If any provision or part-provision of this Agreement is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this paragraph shall not affect the validity and enforceability of the rest of this Agreement.

Third party rights

9.16 No one other than a party to this Agreement shall have any right to enforce any of its terms.

Force Majeure

9.17 Neither party to this Agreement shall be deemed to be in breach of this Agreement or any Statement of Work, or otherwise liable to the other party in any manner whatsoever for any failure or delay in performing its obligations under this Agreement or any Statement of Work due to a force majeure event. For the purposes of this Agreement, force majeure means any cause preventing either party from performing any or all of its obligations which arises from or is attributable to acts, events, omissions or accidents beyond the reasonable control of the party so prevented including, without limitation, act of God, war, pandemic, epidemic, riot, civil commotion, compliance with any law or governmental order, rule, regulation or direction, flood or storm, save that strike or lock out of the party's own staff shall not entitle them to claim that to be a force majeure event ("Force Majeure").

9.18 A party shall only be entitled to claim relief under this Clause if it:

1.

- a. informs the other party as soon as reasonably possible that an event of Force Majeure has occurred; and
- b. uses all reasonable endeavours to recommence the performance of its obligations in accordance with these Conditions and any affected Statement of Work as soon as possible and keeps the other party informed as to progress and the estimated dates on which that party will be able to recommence full performance of its obligations.

9.19 In the event that the Supplier is unable to provide any Services in accordance with the requirements of these Conditions and any relevant Statement of Work due to an event of Force Majeure, the Fees payable under each affected Statement of Work shall be subject to a pro-rata reduction so that the Client is not required to pay for any Services which are not performed due to that event of Force Majeure.

Notices

9.20 Any notice or other communication required to be given to a party under or in connection with this Agreement shall be in writing and shall be sent by email, delivered by hand or sent by pre-paid first class post or other next working day delivery service, at its registered office (if a company) or (in any other case) its principal place of business.

9.21 Any notice or communication shall be deemed to have been received if delivered by hand, on signature of a delivery receipt, or otherwise at 9.00 am on the second Business Day after posting or at the time recorded by the delivery service.

9.22 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. For the purposes of this Clause, "writing" shall include e-mail.

Non-Solicitation

9.23 The Client shall not solicit the Supplier's staff or contractors who have been employed or engaged in the Services or the performance of the Agreement during the lifetime of the Agreement and for a period of twelve (12) months thereafter. For the purposes of this Clause 'solicit' means the soliciting of such person with a view to engaging such person as an employee, director, sub contractor or independent contractor.

9.24 In the event that the Client is in breach of Clause above then the Client shall pay to the Supplier by way of liquidated damages an amount equal to thirty percent (30%) per cent of the gross annual budgeted fee income (as at the time of the breach or when such person was last in the service of the relevant party) of the person so employed or engaged. This provision shall be without prejudice to the Supplier's ability to seek injunctive relief

9.25 The parties hereby acknowledge and agree that the formula specified in Clause 9.24 above is a reasonable estimate of the loss which would be incurred by the loss of the person so employed or engaged.

Governing law and Jurisdiction

The laws of England and Wales apply and the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this Agreement or its subject matter or formation (including non-contractual disputes or claims).

Schedule 1 – Particulars of Processing

Data subjects	Client personnel Client customers Client third parties Business contacts in general
Types of personal data	Name Job title Email address Phone number Business/home address Date of birth Place of birth Any other personal data provided by Client to the Supplier

Special categories of personal data:	None
Purpose of processing	In the case of data subjects other than staff: for the purpose of providing IT services and support to Client's business. In the case of staff: for the purpose of providing IT services and support for Client's employment and HR matters.
Nature of processing	As set out in the body of the Agreement.
Additional instructions	None

Service Level Agreement (SLA)

Support Service Levels, Constraints & Buyer Compensation

This Service Level Agreement ("SLA") is incorporated by reference into the End-User License Agreement (the "AGREEMENT") and governs the provision of the Offerings by Publisher to Customer pursuant to the AGREEMENT. All capitalized terms not defined herein shall have the meanings given to them in the AGREEMENT. "Service Levels" means Availability or Defect Resolution as specified below.

1. Service Availability

- Standards. "Availability" means edison365 Availability as specified below. The Offerings shall perform in accordance with the following standards, subject to the availability of the underlying Microsoft platform:

edison365 Availability Measure	Standards
Software Service monthly uptime	99.99%*

- *Excludes scheduled downtime (of which the Publisher will give at least one (1) week notice and which will be targeted to not to exceed forty-eight (48) hours in any twelve (12) month period).

2. Product Support & Problem Resolution.

- Product Support. Publisher will provide support Monday- Friday between the hours of 9am and midnight UTC via
 - edison365 Help Center - [Bug Report](#)
- Defect Resolution. Publisher will correct all defects that are reported by Customer or of which Publisher otherwise becomes aware in accordance with the following table. The priority level of the defects reported by Customer shall be determined between the Customer and edison365.

Priority	Description	Response and Fix Time
1	The Offerings is not working, a significant function of the Offerings is not properly working or a significant number of Users are unable to access or use some functionality.	Publisher will respond to and commence efforts to fix Priority 1 problems no later than one (1) hour after accepting the Customer's report of such defect or Publisher's detection of such defect, whichever is earlier. Publisher will use reasonable efforts to provide a work-around for the Priority 1 defect, and provide a permanent fix for the Priority 1 defect no later than thirty (30) days after accepting the Customer's report of such defect or Publisher's detection of such defect whichever is earlier.
2	Functionality of the Offerings is impaired or some users are unable to access or use some functionality.	Publisher will respond to and will commence efforts to fix Priority 2 defects no later than one (1) hour after accepting the Customer's report of such defect or Publisher's detection of such defect, whichever is earlier. Publisher will use reasonable efforts to fix Priority 2 defects no later than sixty (60) days after accepting the Customer's report of such defect or Publisher's detection of such defect, whichever is earlier.
3	Low impact to users of the Offerings.	Publisher will respond to Priority 3 defects within four (4) hours after accepting the Customer's report of such defect or Publisher's detection of such defect, whichever is earlier, during Customer's regular business hours (or on the next business day, if the defect is reported outside of Customer's regular business hours). Publisher will fix Priority 3 defects during their normal release cycle.

3. Failure to Achieve Service Levels

If Service Levels falls below the Availability or Fix Times during any calendar month, Customer may elect to receive a credit from Vendor against fees and payments due upon contract renewal, as liquidated damages and not as a penalty, an amount equal to fifteen percent (15%) of the fees due to Vendor for each month in which service levels were not achieved. If Service Levels falls below the Standards or Fix Times for any three (3) months during a twelve (12) month period, Customer may terminate the EULA and Vendor will promptly refund fees for Software Service and Services which have not been delivered as of termination.

4. Contingencies

Publisher will, in accordance with industry best practice, maintain detailed and comprehensive contingency plans against events which could affect the ability of Publisher to provide support in accordance with this link, including, without limitation, loss of production, loss of systems, loss of equipment, industrial relations problems with Publisher's or Publisher's subcontractors' personnel, failures in the supply chain, failure of carriers and the failure of Publisher's or its Publishers' equipment, computer systems or business systems.