

Terms and Conditions for Software Maintenance and Support Services

These Terms and Conditions together with a purchase order and/or the SOW form the agreement ("Agreement").

Interpretation

- 1.1 All references to the following expressions in the Agreement shall, unless the context otherwise requires, have the following meanings:

1.1.1 **Confidential Information** means any and all tangible and intangible information disclosed hereunder, including but not limited to: software, data, specifications, standards and know-how of any nature such as technical, scientific, engineering, commercial, financial, marketing or organizational, which (i) is marked as "confidential, "proprietary" or with some similar indication; (ii) is expressly advised by the disclosing party to be confidential through some contemporaneous oral or written means; or (iii) which the receiving party would reasonably construe to be of a confidential nature considering the circumstances of its disclosure and/or the nature of the information. The definition of Confidential Information shall, however, not include information which (i) at the time of disclosure is part of the public domain, or which thereafter comes into the public domain through no fault of the receiving party, (ii) at the time of disclosure was already in the legitimate possession of the receiving party without any confidentiality restrictions, as evidenced by written records (iii) was developed by employees or agents of the receiving party independently of and without reference to any Confidential Information communicated to the receiving party; and (iv) which is properly received by the receiving party from a third party which has the right to disclose such information.

1.1.2 **Effective Date** has the meaning given to it in the SOW.

1.1.3 **Intellectual Property Rights** means patents, trademarks, service marks, trade or business names, domain names, registered designs, layout design rights, registered designs, semiconductor topography rights, database rights, copyrights, rights in computer software, rights protecting trade secrets and confidential information, rights protecting goodwill and reputation and other similar or corresponding proprietary rights and all applications for the same, whether presently existing or created in the future, anywhere in the world, whether registered or unregistered, and all rights to sue, recover damages and obtain relief or other remedies for any past, current or future infringement, misappropriate or violation of any of the foregoing rights.

1.1.4 **Personnel** means the employees, personnel, agents, principals and contractors of Vendor and/or its Subcontractor who are assigned to perform the Services.

1.1.5 **Maintenance and Support Services** mean the services set out in the SOW and/or relevant purchase order.

1.1.6 **Software** means the software defined in the SOW and/or relevant purchase order to be licenced, maintained and supported by the Vendor.

1.1.7 **Specifications** mean the specifications for the Software in the SOW and/or relevant purchase order and/or as otherwise agreed in writing between the parties.

1.1.8 **Term** has the meaning given to it in the SOW.

2. Term

- 2.1 This Agreement shall commence on the Effective Date and continue for the Term. This Agreement can be terminated by either party in writing granting the other party three (3) months written notice. Notwithstanding the foregoing, Clauses 13, 14, 15, 16, 17, 18 and 19 shall survive termination or expiration of this Agreement

3. Licence

- 3.1 In consideration of the Fee paid by the Customer to the Vendor, the Vendor grants to the Customer a non-exclusive licence to use the Software for the Term.

- 3.2 The Customer has no right (and shall not permit any third party) to copy, adapt, reverse engineer, decompile, disassemble, modify, adapt or make error corrections to the Software in whole or in part

- 3.3 The Customer shall not:

- 3.3.1 sub-license, assign or novate the benefit or burden of this licence in whole or in part;
- 3.3.2 allow the Software to become the subject of any charge, lien or encumbrance; and
- 3.3.3 deal in any other manner with any or all of its rights and obligations under this agreement,

without the prior written consent of the Vendor, such consent not to be unreasonably withheld or delayed.

- 3.4 The Vendor may at any time sub-license, assign, novate, charge or deal in any other manner with any or all of its rights and obligations under this licence, provided it gives written notice to the Customer.

4. Client Responsibilities

During the onboarding process, the Client shall participate in required training sessions, and complete onboarding tasks within agreed timelines. The Client is also responsible for maintaining reliable internet connectivity from the Client's site to the cloud environment, ensuring that all local hardware (including desktops, laptops, scanners, and printers) is functional and compatible, and managing its own IT infrastructure, including cabling, network equipment, operating systems, and locally installed applications. Any delays, issues, or additional work arising from the Client's failure to meet these obligations may affect delivery schedules and may incur additional charges where applicable.

5. Support Hours

- 5.1 Vendor shall provide the Maintenance and Support Services during the hours specified in the SOW.

6. Location of Maintenance and Support Services

Vendor shall perform all Maintenance and Support Services from the location of Vendor.

7. Maintenance and Support Services

- 7.1 Vendor shall, commencing on the Effective Date and for the term of this Agreement, provide the Maintenance and Support Services. Vendor shall perform the Maintenance and Support

Services so as to meet or exceed (i) the industry and professional standards and practices; and (ii) the degree of skill, care and prudence and foresight which would ordinarily be expected of a skilled and experienced supplier engaging in the provision of similar services.

8. Personnel and Subcontracting

- 8.1 Vendor shall as of the Effective Date and throughout the term of this Agreement, provide, assign and maintain a sufficient number of Personnel to provide the Maintenance and Support Services and fulfil all other obligations under this Agreement.
- 8.2 Nothing in this Agreement is to be construed to constitute or deem the Personnel as the employees or agents of Customer.
- 8.3 Vendor may delegate, subcontract or otherwise arrange for a third party to perform any part of this Agreement or to discharge any of Vendor's obligations under this Agreement without the prior written consent of Customer. Vendor shall be liable to Customer for the acts, defaults and neglects of any such subcontractors ("Subcontractors") or any employee or agent of the Subcontractors as if they were the acts, defaults or neglects of Vendor or the employees or agents of Vendor.

9. Free Trials

The Vendor may offer the Client access to the SaaS application on a free trial basis for a period of 90 days, unless otherwise specified in writing by the Provider. The trial period begins on the date the Client's trial account is activated. During the trial period, the SaaS application is provided on an "as available" and "as is" basis. While the Provider will use reasonable efforts to maintain service availability, no service level commitments, uptime guarantees, support obligations, or performance warranties apply during the trial. Certain features, modules, or integrations may be restricted or unavailable during the trial period at the Provider's discretion. The trial is provided free of charge and does not oblige the Client to purchase a subscription. Unless the Client enters into a paid subscription before the end of the trial, the Client's access will automatically expire. Any data entered or generated during the trial may be deleted at the end of the trial period unless the Client upgrades to a paid subscription prior to expiry. The Provider has no obligation to retain data beyond the trial period. The Provider may suspend or terminate the trial at any time, for any reason, without liability.

10. Delivery and Acceptance

Delivery is deemed to occur when the Vendor creates the Client's production environment and provides access credentials and onboarding instructions.

11. Fees, Invoicing and Payment

In consideration of the Software licence and the Vendor's performance of the Software Maintenance and Support Services under this Agreement, Customer shall pay Vendor the Fees in Pound Sterling 30 days from invoice date during the term. The Vendor reserves the right to increase the Fees on each anniversary of the commencement of the agreement. Neither party is entitled to set off or deduct or withhold any sums from payments due nor sums received in respect of any claim under the agreement at any time. The Fees are net of taxes.

12. Representations and Warranties

Vendor hereby warrants that:

- 12.1 the Software conforms to the Specifications;
- 12.2 The Maintenance and Support Services will be performed with due care and skills reasonably expected within the industry;
- 12.3 Vendor shall comply with all laws applicable to or necessary for

the performance of its obligations under this Agreement;

13. Intellectual Property Rights and Indemnity

- 13.1 The Customer agrees and acknowledges that any and all rights title and interests (including Intellectual Property Rights) in the Software, including all works made, created, developed, written, reduced to practice, produced or conceived by the Vendor, in whole or in part, either solely or jointly with others, as a result of or in connection with the Software and/or provision of the Maintenance and Support Services under this Agreement ("Vendor Property") shall vest and remain at all times in Vendor.
- 13.2 Customer shall indemnify and hold harmless Vendor, its affiliates and their respective officers, directors, employees and agents ("Vendor Indemnitees") against any damage, loss, claim or demand (including any legal costs) suffered and incurred by the Vendor Indemnitees, whether directly or indirectly, from (i) any negligent act or omission or wilful default, misconduct or fraud of Customer, its subcontractors, employees, agents, servants or independent contractors; and/or (ii) any action brought or threatened against the Vendor Indemnitees based on a claim that Customer use of the Software infringes any Intellectual Property Rights of any third party or constitutes misappropriation or unlawful disclosure or use of any third party's trade secrets or confidential information; and/or a breach of Clause 11.

14. Confidentiality

- 14.1 The parties agree that with respect to any Confidential Information, the receiving party undertakes for itself and for any of its employees, directors and representatives:
 - (i) to use such Confidential Information only as necessary in order to fulfil the obligations and exercise the rights set out in this Agreement;
 - (ii) not to disclose any Confidential Information to a third party for any purposes unless expressly authorised by the disclosing party or as required by law; and
 - (iii) not to copy or reduce Confidential Information to writing or store in a machine-readable form.

15. Limitation of Liability

- 15.1 Subject to Clause 12.2, in no event shall either party be liable to the other for any special, incidental, indirect, exemplary or consequential damages for breach of any provision of this Agreement (such damages include, but are not limited to, loss of goodwill, loss of profit or loss of use).
- 15.2 The maximum liability of either party under this Agreement shall be limited to the Fees paid or payable by the Customer under this Agreement.
- 15.3 The foregoing limitations on liability shall not apply to a liability arising out of: (i) breach of confidentiality, (ii) any third party claim for Intellectual Property Rights infringement, (iii) breach of anti-bribery laws; and (v) damages arising out of liability which cannot be excluded by law.

16. Termination

- 16.1 Notwithstanding anything in this Agreement, this Agreement may be terminated:
 - (i) by either party on giving notice in writing to the other if that party commits any material breach of any term of this Agreement, and in the case of a breach capable of being remedied, shall have failed within thirty (30) days after the receipt of a request in writing from the non-breaching party to do so; or
 - (ii) by either party should the other party during the term of this Agreement stop its payments, enter into liquidation, make a composition or arrangement with its creditors, have a

receiver or manager appointed for its assets, undertaking or part, be declared bankrupt, otherwise become insolvent or if an order is made or a resolution is passed for the winding-up or judicial management of such party, shall cease or threaten to cease to carry on business.

16.2 On termination or expiry of this Agreement for any reason whatsoever, Customer shall, upon request, immediately return to Vendor all copies of any information and data supplied by Vendor for the purposes of this Agreement (including materials containing Confidential Information of vendor (including the Specifications)) and shall certify to Vendor that no copies have been retained.

16.3 Any expiry or termination of this Agreement howsoever occasioned shall not affect any rights or liabilities of any party nor shall it affect the coming into force of or continuation of any provision which is expressly or by implication intended to come into force on or after such expiration or termination.

17. Notices

17.1 All notices to or by the parties shall be in writing in the English language and shall be delivered by hand, courier or ordinary mail to the other party.

18. Force Majeure

Neither party shall be liable for any delay or failure to perform its obligations under this Agreement where such delay or failure is caused by events beyond its reasonable control, including but not limited to acts of God, natural disasters, fire, flood, epidemic, pandemic, war, terrorism, civil unrest, labour disputes, utility failures, widespread internet outages, governmental actions, or failures of third-party hosting providers (each a "Force Majeure Event"). The

affected party shall promptly notify the other of the Force Majeure Event and **take reasonable steps to mitigate its impact**. Performance of the affected obligations shall be suspended for the duration of the Force Majeure Event. If the event continues for more than 60 days, either party may terminate the Agreement upon 30 days' notice without liability, except for obligations accrued prior to termination.

19. Miscellaneous

19.1 Customer shall not assign or transfer any right or obligation under this Agreement without Vendor's prior written consent.

19.2 No term or provision shall be deemed waived and no breach excused, unless such waiver or consent shall be in writing and signed by the party against whom the waiver or consent is asserted.

19.3 In the event that any provision of this Agreement shall be determined invalid, unlawful or unenforceable to any extent, such term, condition or provision shall be severed from the remaining terms, conditions and provisions of this Agreement, which shall continue to be valid to the fullest extent permitted by law.

19.4 The Vendor is not bound by, and expressly rejects, the Customer's general terms and conditions or any additional terms included in purchase orders or other Customer-issued documents. Only the terms set out in this Agreement, and any variations agreed in writing by both parties, shall apply.

19.5 Governing Law and Jurisdiction: This Agreement shall be subject to, governed and construed in accordance with the laws set out in England and the parties submit to the exclusive jurisdiction of the English courts.