



SaaS Terms and Conditions



The Agreement

The agreement, comprised of the Role Mapper Technologies Terms and Conditions, its schedules, SOWs and the documents referred to in them (together the "Agreement") is made between Role Mapper Technologies Ltd, a company registered in England and Wales with Company Number 12359289 whose registered office is at The Generator, Quay House, The Gallery, Kings Wharf, Exeter, Devon, EX2 4AN ("Role Mapper"), and [insert company name] a company registered in [insert place of registration] with Company Number [insert Company number] whose principal place of business is at [insert address] (the "Customer") (each a "party" and together "the parties").

The parties HEREBY AGREE AS FOLLOWS:

1. Definitions

The following terms have the meanings set forth below whenever they are used in this Agreement:

"Authorised Users"	means the employees and subcontractors of the Customer authorised by the Customer to use the Services.
"Business Days"	means the days from Monday to Friday inclusive excluding UK public holidays.
"Confidential Information"	any information (whether disclosed in oral, written or electronic form) belonging or relating to a party's business affairs or activities and which: (i) has been marked as confidential or proprietary, (ii) has been identified orally or in writing as being of a confidential nature, or (iii) may reasonably be supposed to be confidential in the circumstances.
"Content"	means content, including job roles and descriptions, that is uploaded to or created by the Customer using the Services.
"Data Protection Legislation"	means the UK Data Protection Legislation and any other European Union legislation relating to personal data and all other legislation and regulatory requirements in force from time to time which apply to a party relating to the use of personal data (including, without limitation, the privacy of electronic communications); and the mandatory guidance and codes of practice issued by the relevant data protection or supervisory authority and applicable to a party.
"Derived Content"	has the meaning given in clause 8.3.
"Documentation"	means any training materials, applicable user guide and any other information made available by Role Mapper to the Customer in either printed or machine-readable form at its discretion with respect to the Services and Software.
"Initial Term"	means the initial term of the Agreement as set out in the SOW.
"Problem"	means the failure of the Software to comply with a reasonable interpretation of the Documentation.

"Professional Services"	means those services (which may include implementation, development, configuration, customisation, training and/or other services) to be supplied by Role Mapper to the Customer, more fully described in the SOW.
"Professional Services Fee"	means the fee payable by the Customer to Role Mapper for the Professional Services, as set out in the SOW.
"Renewal Term"	has the meaning given in clause 2.1.
"Services"	means the Software Services and/or the Professional Services.
"Services Fee"	means the Software Services Fee and/or the Professional Services Fee as set out in the SOW.
"Software"	means the hosted online software application provided by Role Mapper as described more fully in the relevant Documentation, and as updated by Role Mapper from time to time.
"Software Services"	means the provision to the Customer of online access for the Authorised Users, and associated support and maintenance services and carrying out regular backups of the Software and the Customer's Content ("Support"), as further set out in the SOW and the Technical Support Agreement.
"Software Services Fee"	means the fee payable by the Customer to Role Mapper in respect of the Software Services, as set out in the SOW.
"SOW"	means a written statement of work setting out the details of the Services, Services Fees and other specific items, which is attached as a schedule to this Agreement.
"Technical Support Agreement"	means the Role Mapper Technical Support Agreement, as in effect from time to time, and available from support@rolemapper.tech
"Term"	means the Initial Term together with any Renewal Term.
"UK Data Protection Legislation"	all applicable data protection and privacy legislation in force from time to time in the United Kingdom including the retained EU law version of the General Data Protection Regulation ((EU) 2016/679); 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), in each case as amended.

2. Term

- 2.1 The Agreement will commence on the Effective Date stated in the SOW and, unless and until terminated in accordance with the provisions of Clause 13, shall continue for the Initial Term and thereafter shall automatically renew for twelve (12) months ("Renewal Term") at the end of the Initial Term and at the end of each Renewal Term.
- 2.2 Any terms and conditions set out in any order or other document supplied by the Customer that are in addition to or at variance with the terms and conditions in this Agreement shall be void and of no effect unless Role Mapper expressly agrees otherwise in writing.

3. Supply of Services

- 3.1 Subject to the terms and conditions of this Agreement, Role Mapper shall provide the Services and hereby grants to the Customer a personal, non-exclusive, non-transferable right to use, and permit Authorised Users to use, the Software Services during the Term.
- 3.2 The Customer's right to use the Software and Software Services will extend only to the Authorised Users.
- 3.3 In the event that the Customer becomes aware of a Problem, the Customer shall notify Role Mapper as soon as such Problem comes to the Customer's attention by telephone or email using the process set out in the Technical Support Agreement.
- 3.4 Role Mapper shall use its reasonable endeavours to respond to the Customer's notification of Problems and to provide Support in accordance with the provisions of the Technical Support Agreement.
- 3.5 During the Term, Role Mapper shall supply the Customer with the Services set out in the SOW.
- 3.6 During the Term the Customer may request in writing that Role Mapper provide Professional Services in addition to any Professional Services initially specified in the SOW. In response to a request, Role Mapper shall supply the Customer with a written proposal including a specification, price and approximate timescale for the delivery for the additional Professional Services. If the Customer accepts such proposal, it shall be incorporated into this Agreement in the form of an amendment to the SOW and shall be subject to the terms and conditions of this Agreement. Role Mapper may also give notice to the Customer that a change in the Customer's arrangements or requirements constitutes a request under this Clause 3.6, and the provisions of this Clause 3.6 shall apply.
- 3.7 During the Term, Role Mapper will:
 - a) support the Customer in the adoption and integration of the Software; and
 - b) provide the Services in accordance with the Technical Support Agreement.
- 3.8 Both parties will comply with all applicable requirements of the Data Protection Legislation. Schedule 2 is in addition to, and does not relieve, remove or replace, a party's obligations or rights under the Data Protection Legislation.

4. Software Service Restrictions

- 4.1 The Customer agrees that:
 - a) the Customer will permit access to the Services only to Authorised Users and it will not allow any access right to be used by more than one individual Authorised User unless it has been reassigned in its entirety to another individual Authorised User, in which case the prior Authorised User shall no longer have any right to access or use the Services;
 - b) the Authorised Users may use the Software only via the Software Services and shall have no rights to download, copy or install the Software or any part thereof onto any media or computer system belonging to the Customer or to any third party;
 - c) the Customer will not (and will not permit any Authorised User to) attempt to copy, duplicate, modify, create derivative works from or distribute all or any portion of the

Software or Software Services except to the extent expressly set out in this Agreement or as may be allowed by any applicable law which is incapable of exclusion by agreement between the parties;

- d) the Customer will not (and will not permit any Authorised User to) reverse compile, disassemble, reverse engineer or otherwise reduce to human-perceivable form all or any part of the Software, except to the extent that Role Mapper cannot prohibit such acts by the applicable law;
 - e) the Customer will not make the Services available in any manner to third parties, except those of Customer's subcontractors who are Authorised Users, and shall have no rights to grant sublicences to any third party;
 - f) the Customer will use the Services for the Customer's internal business purposes only, and will not use the Services to provide services to third parties through a service bureau or other arrangement; and
 - g) the Customer will take security measures sufficient to reasonably safeguard the Services from access by persons other than Authorised Users. Customer will require each Authorised User to keep their login details and password secure and confidential and to comply with security measures implemented within the Services.
- 4.2 The Customer agrees that it will not (and will not permit any Authorised User to) access all or any part of the Software, the Software Services or Role Mapper's Confidential Information in order to build a product or service which competes with the Software and/or the Software Services.
- 4.3 The Customer agrees that it will not at any time during the Term of this Agreement develop a product or service which competes with the Software and/or the Software Services.
- 4.4 The Customer undertakes to keep all usernames, passwords and other access details relating to administrative functions and configuration tasks for the Services confidential. Customer shall maintain an up-to-date list of current Authorised Users and provide such list to Role Mapper within five (5) Business Days of Role Mapper's request at any time.

5. Customer Obligations & Cooperation

- 5.1 The Customer shall provide co-operation and support to Role Mapper in its delivery of the Services. Such co-operation and support shall include, but not be limited to:
- a) a reasonable level of responsiveness to Role Mapper's requirements and communications;
 - b) the timely transmittal and release of appropriate and accurate documentation and information;
 - c) the prompt review and analysis of the work performed;
 - d) the making available of competent personnel to assist Role Mapper when and to the extent as is reasonably requested; and
 - e) those additional obligations for the Customer that are set out in the SOW.
- 5.2 The Customer shall not access, store, distribute or transmit any viruses, or any material during the course of its use of the Services that:

- a) is unlawful, harmful, threatening, defamatory, obscene, infringing, harassing or racially or ethnically offensive;
- b) facilitates illegal activity;
- c) depicts sexually explicit images;
- d) promotes unlawful violence;
- e) is discriminatory based on race, gender, colour, religious belief, sexual orientation, disability; or
- f) is otherwise illegal or causes damage or injury to any person or property;

and Role Mapper reserves the right, without liability or prejudice to its other rights to the Customer, to disable the Customer's access to any material that breaches the provisions of this Clause 5.2.

- 5.3 Without affecting its other obligations under this Agreement, the Customer shall comply with all applicable laws and regulations with respect to its activities under this Agreement. In particular the Customer shall ensure that its use of the Services complies with all applicable employment-related laws and regulations in its jurisdiction and shall be fully responsible and liable in respect of any breach of such employment-related laws and regulations arising from the use of the Services or the Content.
- 5.4 The Customer shall obtain and shall maintain all necessary licences, consents, and permissions necessary for Role Mapper to perform its obligations under this Agreement, including without limitation the provision of the Services.
- 5.5 The Customer shall, to the extent permitted by law and except as otherwise expressly provided in this Agreement, be solely responsible for procuring, maintaining and securing its network connections and telecommunications links from its systems to Role Mapper's Services, and Role Mapper shall not be liable for any problems, conditions, delays, delivery failures and all other loss or damage arising from or relating to the Customer's network connections or telecommunications links or caused by the internet.
- 5.6 The Customer agrees that if it does not perform its obligations under this Agreement, Role Mapper shall not be considered in default to the extent that it is unable to meet, or is delayed in meeting, its obligations as a result of such failure, and the Customer shall remain fully obligated to pay Role Mapper as though no delay had occurred.
- 5.7 The Customer warrants that it will comply with its obligations under Schedule 1 and all applicable data protection legislation. For clarity, Customer warrants that it shall not provide, transfer or supply any personal data to Role Mapper, except for the purposes of contacts and communication between the parties and the set up and access to the Software Services for Authorised Users.
- 5.8 The Customer shall indemnify, defend and hold harmless at its own expense Role Mapper against claims, actions, proceedings, losses, damages, expenses and costs (including without limitation court costs and reasonable legal fees) arising out of or in connection with the Customer's use of the Services and/or Software and/or any failure to meet Customer's obligations under this Agreement, provided that:
 - a) the Customer is given prompt notice of any such claim;

- b) Role Mapper provides reasonable co-operation to the Customer in the defence and settlement of such claim, at the Customer's expense; and
- c) the Customer is given sole authority to defend or settle the claim.

6. Personnel

- 6.1 In the event that either party visits the premises of the other (the "Host"), the visiting party (the "Guest") shall be advised of all rules, regulations and practices they should comply with whilst on the Host's premises. The Guest's staff, agents and sub-contractors shall comply with such rules and regulations whenever they are on the Host's premises. The Host shall take reasonable precautions to ensure the health and safety of the Guest's staff, agents and sub-contractors whilst they are on its premises.
- 6.2 Without in any way restricting the right of an employee freely to accept employment and change employment, if either party (the "Hiring Party") induces the other party's employee engaged in the performance of the Agreement to enter its service at any time during the term of the Agreement or during a period of six months thereafter, then the Hiring Party shall pay to the other party an amount being equivalent to fifty percent (50%) of the employee's net annual salary, such sum being a genuine pre-estimate of the cost of the disruption that such inducement would cause to the efficient conduct of the affected party's business.

7. Payment & Taxes

- 7.1 Role Mapper shall invoice the Customer for the Software Services Fee annually in advance unless otherwise specified in the SOW. Role Mapper shall invoice the Customer for the Professional Services Fee in advance before the commencement of the delivery of Professional Services unless otherwise specified in the SOW.
- 7.2 Unless otherwise specified in the SOW, the Customer shall pay each of Role Mapper's invoices within thirty (30) days of the date on the invoice.
- 7.3 Role Mapper reserves the right to increase the Software Services Fee payable by the Customer, upon sixty (60) days' prior written notice to the Customer but shall make any increase only once in any twelve (12) month period.
- 7.4 The Customer shall be liable for any national, value added, sales, excise, state, local, withholding or other taxes or customs duties applicable (irrespective of the jurisdiction in which such liability may arise). For the avoidance of doubt, should the Customer be required by any law or regulation to make any deduction on account of tax or otherwise on any sum payable under this Agreement the sum payable shall be increased by the amount of such tax to ensure that Role Mapper receives a sum equal to the amount to be paid according to its invoice.
- 7.5 The Customer shall pay interest charges on any undisputed sum that is overdue in accordance with the Late Payment of Commercial Debts (Interest) Act 1998 (as amended) and fixed sum compensation in accordance with the Late Payment of Commercial Debts Regulations 2002. The Customer shall notify Role Mapper in writing within ten (10) Business Days of receipt of an invoice that the invoice is in dispute, acting reasonably and in good faith.
- 7.6 If payment of the Services Fee or any part thereof is overdue, then unless the Customer has notified Role Mapper in writing that such payment is in dispute in accordance with Clause 7.5, Role Mapper may at its option:

- a) suspend provision of the Services until the corresponding overdue fees are paid in full; or
- b) treat such as a material breach and terminate this Agreement in accordance with Clause 13.

8. Intellectual Property

- 8.1 Role Mapper is the owner or licensee of any and all patents, copyright, trade secrets, trademarks and any other intellectual property rights that subsist in the Services, Software, Documentation and Derived Content. Title to the Services, Software, Documentation and Derived Content and associated media shall remain vested in Role Mapper or its licensors. For the avoidance of doubt, title and all intellectual property rights to any design, new software, new protocol, new interface, enhancement, update, derivative works (including, without limitation, Derived Content), revised screen text or any other items that Role Mapper creates whether for the Customer or any third-party customer shall remain vested in Role Mapper or its licensors. To the extent that such rights do not vest in Role Mapper automatically on creation, the Customer hereby assigns to Role Mapper by way of present assignment of all future rights and with full title guarantee all such intellectual property rights. Any rights not expressly granted herein are reserved to Role Mapper.
- 8.2 In respect of Content, and if the Customer has provided any data to Role Mapper for the purposes of the Services, then any intellectual property rights in such Content and data shall remain vested in the Customer. The Customer grants Role Mapper a non-exclusive, royalty-free, world-wide licence to use the Content in order to provide the Services.
- 8.3 Role Mapper shall be entitled to use data and information copied, derived and/or collated from Content for the purpose of improving and enhancing the Services (including to create standard roles and generic job descriptions), provided that such re-use does not allow the Customer or any person to be identified ("**Derived Content**"). To the extent that it is necessary for Role Mapper to obtain the full benefits of ownership of the Derived Content and any database containing the Derived Content and/or to the extent that title to the intellectual property rights in the Derived Content cannot be assigned pursuant to Clause 8.1, the Customer hereby grants to Role Mapper a perpetual, irrevocable, non-exclusive, assignable, royalty-free and global licence to load, execute, store, transmit, display, copy (for the purposes of loading, execution, storage, transmission or display), modify, adapt, enhance, or otherwise utilise any Content that is embedded in or which is an integral part of the Derived Content and/or which is an integral part of databases of Derived Content.
- 8.4 Subject to the provisions of this Clause 8, Role Mapper shall defend at its own expense any claim brought against the Customer alleging that the normal use of the Services or Software infringes a patent, copyright, or mask work belonging to a third party in the United States of America, United Kingdom or European Union ("Intellectual Property Claim") and Role Mapper shall pay all damages awarded or agreed to be paid to any third party in settlement of an Intellectual Property Claim provided that the Customer:
 - a) promptly furnishes Role Mapper with written notice of the Intellectual Property Claim upon becoming aware of the same;
 - b) makes no admissions or settlements without Role Mapper's prior written consent;

- c) acts in accordance with Role Mapper's reasonable instructions and provides Role Mapper with reasonable assistance in respect of the Intellectual Property Claim, at Role Mapper's expense; and
 - d) gives to Role Mapper the sole authority to defend or settle the Intellectual Property Claim.
- 8.5 If in Role Mapper's reasonable opinion, the Services or Software may become the subject of an Intellectual Property Claim then Role Mapper shall either:
 - a) obtain for the Customer the right to continue using the Services or Software which is the subject of the Intellectual Property Claim; or
 - b) replace or modify the Services or Software where it is the subject of the Intellectual Property Claim so it becomes non-infringing; or
 - c) if such remedies in (a) and/or (b) above are not in Role Mapper's opinion reasonably available, then Role Mapper shall refund to the Customer the corresponding portion of the Software Services Fee paid by the Customer, on a pro rata basis for the Term.
- 8.6 Role Mapper shall have no liability for any Intellectual Property Claim resulting from the combination of the Services or Software with other products that were neither supplied nor combined with the same by Role Mapper, or if the same results from any breach of the Customer's obligations under this Agreement.
- 8.7 This Clause 8 states Role Mapper's entire obligation and liability and the Customer's sole remedy in respect of any infringement or alleged infringement of any intellectual property rights arising from its acquisition, possession or use of the Services or Software. Role Mapper hereby excludes all other obligations and liabilities in relation to infringement or alleged infringement of the intellectual property rights of any person to the fullest extent permitted by law.

9. Confidentiality and Publicity Rights

- 9.1 Each party undertakes that for a period of five (5) years from the date of disclosure it will not, without the prior written consent of the other party, use, disclose, copy or modify the other party's Confidential Information (or permit others to do so) other than is necessary for the performance of its rights and obligations under this Agreement. In any event, each party hereby agrees that it shall treat the other's Confidential Information with the same degree of care as it employs with regard to its own Confidential Information of a like nature and in any event in accordance with best current commercial security practices, disclosing such Confidential Information only to those of its employees, consultants and bona fide professional advisers who need to have such information for the purposes of this Agreement, and ensuring that such employees, consultants and professional advisers shall be bound by the same confidentiality obligations as are set out in this Clause 9.1. Each party agrees that it shall be liable for any breach of this Clause 9.1 by any employee, consultant or professional advisor to whom it has disclosed the other party's Confidential Information as though it had committed the breach itself.
- 9.2 The provisions of Clause 9.1 shall not apply to:
 - a) any information in the public domain otherwise than by breach of this Agreement;
 - b) information lawfully in the possession of the receiving party thereof before disclosure by the disclosing party, as evidenced by written documents;

- c) information lawfully obtained without restriction from a third party, as evidenced by written documents; and
 - d) information required to be disclosed by a court of competent jurisdiction, governmental body or applicable regulatory authority provided that the party under such duty to disclose shall use all reasonable endeavours to give the other party as much prior notice of such disclosure as is reasonably practicable and permitted by law.
- 9.3 The parties acknowledge and agree that Role Mapper shall be entitled to include a reference to the Customer as a user of its Services on its website and in its promotional materials during the term of this Agreement, including the right to display the Customer's trade mark

10. Warranty

- 10.1 Subject to the exceptions set out in Clauses 10.3 and 10.5, Role Mapper warrants that the Services and Software will materially comply with the SOW and any Documentation. Role Mapper does not warrant that the operation of the Services will be uninterrupted or error-free.
- 10.2 Role Mapper warrants that the Services will be carried out with reasonable skill and care by personnel whose qualifications and experience will be appropriate for the tasks to which they are allocated.
- 10.3 The warranties set out in this Clause 10 are all subject to Role Mapper's limit of liability set out in Clause 12 and do not apply to the extent that the warranty claim arises from: i) improper use of the Software or use other than as permitted under this Agreement; ii) services or modifications not performed by Role Mapper; or iii) integration with third party software without Role Mapper's prior written consent.
- 10.4 The warranties set out in this Clause 10 are the only warranties that apply to the Software and Services. Role Mapper hereby excludes all other conditions, warranties, representations or other terms that might otherwise be implied or incorporated into this Agreement by law, such as (but not limited to) those of satisfactory quality, fitness for a particular or any purpose or ability to achieve any particular result.
- 10.5 Because access to the Services is provided using third party internet and communications networks over which Role Mapper has no control, Role Mapper provides no warranties in respect of the timelines or quality of such services or the ability of any particular Authorised User to use the Services in any particular geographical area.

11. Warranty Remedies

- 11.1 The Customer hereby agrees that its sole remedy in respect of any non-conformance with any warranty in Clause 10 is that Role Mapper will remedy such non-conformance and if in Role Mapper's reasonable opinion, Role Mapper is unable to remedy such non-conformance Role Mapper will refund the corresponding Service Fees in respect of such non-conformance. Role Mapper reserves the right to terminate the Agreement immediately.
- 11.2 The Customer must promptly notify Role Mapper in writing of any breach of the above warranties in order to benefit from the remedy stated above in Clause 11.1. The Customer shall provide all information reasonably requested by Role Mapper to assist in resolving such breach.

12. Limitation of Liability

- 12.1 Nothing in this Agreement shall exclude or limit either party's liability for (i) fraud or other criminal act, (ii) personal injury or death caused by the negligence of that party's employees in connection with the performance of their duties hereunder or caused by defects in the Services supplied under this Agreement, (iii) breach of the other party's intellectual property rights, or (iv) any other liability that cannot be excluded by law.
- 12.2 Subject to Clause 12.1, in no event will Role Mapper be liable for any damages resulting from: loss of, damage to or corruption of data, loss of use, lost profits, loss of revenue, loss of anticipated savings, loss of goodwill, loss of reputation and any indirect or consequential loss. Such liability is excluded whether such damages were reasonably foreseeable or actually foreseen. For the avoidance of doubt, in the event of loss of, damage to, or corruption of data arising from any act or omission of Role Mapper's under this Agreement, Role Mapper shall be liable for the cost of restoring such data from backups where available, but not for the value of any lost or corrupted data that could not be so recovered.
- 12.3 Except as provided in Clause 12.1, Role Mapper's maximum aggregate liability to the Customer for any cause whatsoever shall be for direct costs and damages only and will be limited to a sum equivalent to 125% of the aggregate of the Software Services Fee and Professional Services Fee paid and payable under this Agreement by the Customer in the twelve (12) months prior to any claim made by the Customer against Role Mapper.
- 12.4 Role Mapper hereby excludes, to the fullest extent permitted by law, all liability that Role Mapper has not expressly accepted in this Agreement. The limitations and exclusions set out in Clause 12.2 and Clause 12.3 will apply regardless of the form of action, whether under statute, in contract, tort (including negligence) or any other form of action.
- 12.5 For the purposes of this Clause 12, "Role Mapper" includes its employees, subcontractors and Role Mappers ("Third Party Beneficiaries") who shall each therefore have the benefit of the limits and exclusions of liability set out within above in terms of the Contracts (Rights of Third Parties Act) 1999. Notwithstanding the foregoing, the parties may vary the provisions of this Agreement without requiring the consent of any such Third Party Beneficiaries and if either party becomes entitled to rescind or terminate this Agreement it may do so without the consent of such Third Party Beneficiaries.
- 12.6 No action, regardless of form, arising out of transactions occurring under or contemplated under this Agreement may be brought by either party more than two (2) years after the cause of action has accrued.
- 12.7 Save as provided in Clause 12.1, the Customer shall have no remedy in respect of any representation (whether written or oral) made to it upon which it relied in entering into this Agreement ("Misrepresentation") and Role Mapper shall have no liability to the Customer other than pursuant to the express terms of this Agreement.
- 12.8 Nothing in this Agreement shall exclude or limit Role Mapper's liability for any Misrepresentation made by Role Mapper fraudulently.

13. Termination

- 13.1 Either party (the "Initiating Party") may forthwith terminate this Agreement at any time upon giving written notice to the other party, if the other party:

- a) commits any material breach of any term of this Agreement that is not reasonably capable of remedy or, if it commits a breach which is reasonably capable of remedy, fails to remedy such breach to the reasonable satisfaction of the Initiating Party within thirty (30) days of a written request to do so; or
 - b) has a receiver or administrative receiver appointed over it or any of its undertaking or assets, or shall pass a resolution for winding up (otherwise than for the purpose of a bona fide scheme of solvent amalgamation or reconstruction where the resulting entity shall assume all of the liabilities of it), or a court of competent jurisdiction shall make an order to that effect, or if it shall become subject to an administration order, or shall enter into any voluntary arrangement with its creditors, or shall cease or threaten to cease to carry on its business, or if any substantially similar event shall take place under the laws of another jurisdiction.
- 13.2 Either party may terminate this Agreement on giving notice to the other party, either:
- a) no later than three (3) months before the end of the Initial Term or the relevant Renewal Term, to terminate at the end of the Initial Term or the relevant Renewal Term, as the case may be; or
 - b) by giving at least three (3) months' notice to terminate before the end of the Initial Term or the relevant Renewal Term. If the Customer terminates the Agreement under this clause 13.2, the Customer will be liable for all Software Services Fees for the duration of the Initial Term or the relevant Renewal Term, as the case may be.
- 13.3 The expiry of this Agreement or the termination thereof for whatever reasons shall be without prejudice to any other rights or remedies a party may be entitled to under law and shall not affect the respective rights and liabilities of the parties accrued prior to such termination.

14. Consequences of Termination

- 14.1 Upon the expiry or termination of the Agreement,
- a) all licences granted under this Agreement shall immediately terminate and the Customer shall immediately cease all use of the Services;
 - b) each party shall return and make no further use of any equipment, property, Documentation and other items (and all copies of them) belonging to the other party;
 - c) Role Mapper will return the Content to the Customer in a format to be agreed by the parties.

15. Assignment

- 15.1 The Customer may not assign this Agreement or otherwise transfer any rights or obligations under it except with Role Mapper's prior written consent.

16. Announcements

- 16.1 Neither party will make any announcement regarding their entering into or the terms of this Agreement, unless with the prior written consent of the other party.

17. Force Majeure

- 17.1 Neither party is responsible for failure to fulfil its obligations hereunder due to causes beyond its reasonable control that directly or indirectly delay or prevent its timely

performance hereunder. Dates or times by which each party is required to render performance under this Agreement shall be postponed automatically to the extent that the party is delayed or prevented from meeting them by such causes. This Clause 17 shall not apply to any failure by either party to make any payment due under this Agreement.

18. Notices

- 18.1 All notices made pursuant to this Agreement must be made in writing. Any written notice to be given or made pursuant to the provisions of this Agreement shall be sent postage prepaid by registered or recorded mail or reputable courier service. All notices shall be deemed as given on the day of their receipt by the receiving party.
- 18.2 All notices shall be addressed as follows:

For Role Mapper :	For the Customer:
[Name]	[Name]
[Position]	[Position]
[Company]	[Company]
[Address]	[Address]
Email:	Email:

19. Entire Agreement

- 19.1 This Agreement constitutes the entire agreement between the parties with respect to its subject matter and shall supersede all previous representations, agreements and other communications between the parties, both oral and written.

20. Law & Jurisdiction

- 20.1 In the event of any dispute arising under this Agreement the parties will attempt to settle it by mediation. The mediator shall be selected from the Ministry of Justice Civil Mediation Directory, subject to the agreement of both parties. Save in respect of late or non-payment of undisputed invoices, no party may commence court proceedings in respect of any dispute arising out of this Agreement until it has attempted to settle the dispute by mediation and either the parties have been unable to agree on a mediator or the mediation has terminated or the other party has failed to participate in the mediation, provided that the right to issue proceedings is not prejudiced by a delay. Unless agreed otherwise the mediator's costs and expenses shall be shared equally between the parties.
- 20.2 Subject to Clause 20.1, each party hereby irrevocably agrees that the courts of England shall have exclusive jurisdiction to settle any disputes arising out of or relating to this Agreement and that the laws of England shall govern this Agreement. Each party agrees that its rights and obligations under this Agreement are not subject to or governed by the United Nations Convention on Contracts for the International Sale of Goods.
- 20.3 Notwithstanding the provisions of Clause 20.1, nothing in this agreement shall limit either party's right to seek injunctive relief.

21. Survival

The following clauses shall continue to be in effect after the termination or expiration of this Agreement: 1, 3.8, 4.2, 5.3, 5.7, 5.8, 6.2, 7, 8, 9, 12, 13.3, 18– 22 inclusive.

22. General

- 22.1 If any provision of this Agreement is adjudged by a court of competent jurisdiction to be invalid, void, or unenforceable, the parties agree that the remaining provisions shall not be affected thereby, and that the remainder of this Agreement shall remain valid and enforceable. If any provision or part-provision of this agreement is deemed deleted, the parties shall negotiate in good faith to agree a replacement provision that, to the greatest extent possible, achieves the intended commercial result of the original provision.
- 22.2 No waiver by either party of any term hereof shall constitute a waiver of any such term in any other case whether prior or subsequent thereto.
- 22.3 No single or partial exercise of any power or right by either party shall preclude any other or further exercise thereof.
- 22.4 The Customer acknowledges and agrees that Role Mapper may change the Services or this Agreement at any time. Role Mapper shall notify the Customer of any changes. If Role Mapper reasonably believes that the change is material and/or adversely affects the Customer ("Material Change"), it shall give the Customer at least 30 days' notice before it takes effect and it shall give the Customer the opportunity to accept or reject the Material Change. If Role Mapper cannot publish the Material Change at least 30 days before it takes effect (for example because the change is necessary for the security of the Services, because of regulatory change or because one of Role Mapper's suppliers makes changes to its service at short notice), Role Mapper shall notify the Customer of the Material Change as soon as it reasonably can. In the event of any rejection of a Material Change to this Agreement, this Agreement shall terminate with immediate effect.
- 22.5 The Customer may request changes to the Services which Role Mapper will consider in accordance with the change control process in the Technical Support Agreement and shall notify the Customer whether the requested change can be accommodated (which shall be in its absolute discretion) and the terms applicable to such change (including any Professional Services and Professional Services Fee) in accordance with such process. Subject to clause 22.4, this Agreement may not be changed, modified, amended, released or discharged except by a subsequent written agreement or amendment executed by duly authorized representatives of Role Mapper and the Customer.
- 22.6 A person who is not a party to this Agreement has no rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Agreement except as expressly set out herein, but this does not affect any right or remedy that such third party may have without reference to the Contracts (Rights of Third Parties) Act 1999.

The parties hereto have executed this Agreement through their duly authorized representatives on the dates set forth below:

Signed for and on behalf of Role Mapper.

Signature

Signed for and on behalf of the Customer.

Signature

Name

Name

Title

Title

Date

Date

SCHEDULE 1

Data Protection Legislation Schedule

Data Controller, Data Processor, Data Subject, Personal Data, Personal Data Breach, processing and appropriate technical and organisational measures: as defined in the Data Protection Legislation.

Data Protection Legislation: the UK Data Protection Legislation and any other European Union legislation relating to personal data and all other legislation and regulatory requirements in force from time to time which apply to a party relating to the use of personal data (including, without limitation, the privacy of electronic communications); and the guidance and codes of practice issued by the relevant data protection or supervisory authority and applicable to a party.

UK Data Protection Legislation: all applicable data protection and privacy legislation in force from time to time in the UK including the General Data Protection Regulation ((EU) 2016/679); 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.

1. For the purposes of this Agreement, both parties may transfer, process Personal Data of the other party, including the other party's employees Personal Data in order to facilitate contact and co-operation between the parties and achieve their respective business interests.
2. Where either party transfers Personal Data to the other party, it will do so as a Data Controller and it shall:
 - a) comply with the terms of this Schedule;
 - b) comply with Data Protection Legislation;
 - c) ensure that it has all necessary appropriate consents and notices in place to enable the lawful transfer of Personal Data; and
 - d) comply with the Model Clauses when it transfers Personal Data outside the EEA in connection with this Agreement.
3. Where either party processes Personal Data of the other party, it will do so as a Data Processor and it shall:
 - e) act solely on the instructions of the party sending the Personal Data in relation to the processing of that Personal Data. In the event that a legal requirement prevents the Data Processor from complying with such instructions the Data Processor shall, unless such legal requirement prohibits it from doing so, inform the other party of the relevant legal requirement before carrying out the relevant processing activities;
 - f) at all times, ensure that the necessary technical and organisational measures are in place to prevent unauthorised and unlawful processing or disclosure of such Personal Data and such measures shall include taking reasonable steps to ensure the reliability of any of its staff who may have access to Personal Data and ensuring that such staff are subject to appropriate confidentiality undertakings. The Data Processor shall, save where prohibited by law and as soon as reasonably practical, notify the other party of any legal obligation which requires the Data Processor to disclose the Personal Data to a third party;

- g) assist the Data Controller, at the Data Controller's cost, in responding to any request from a data subject and in ensuring compliance with its obligations under the Data Protection Legislation with respect to security, breach notifications, impact assessments and consultations with supervisory authorities or regulators;
- h) notify the Data Controller without undue delay on becoming aware of a Personal Data Breach;
- i) at the written direction of the Data Controller, delete or return personal data and copies thereof to the Customer on termination of this Agreement unless required by applicable law to store the Personal Data;
- j) maintain complete and accurate records and information to demonstrate its compliance with this Schedule and immediately inform the Data Controller if, in its opinion, an instruction infringes the Data Protection Legislation;
- k) The Data Processor shall be liable for the acts and omissions of its sub-processors as if they were acts or omissions of the Data Processor itself and shall ensure that there is a written contract executed between the Data Processor and the sub-processors that contains equivalent protections for the Personal Data as are set out in this Schedule.

22.7 The scope, nature and purpose of processing by the Data Processor, the duration of the processing and the types of personal data and categories of data subject are as follows:

	Role Mapper
Scope	Processing of limited personal data (work email addresses) for the provision of access to Role Mapper's Platform.
Nature	Use of email addresses to create and manage user accounts, provide support, and facilitate communication.
Purpose of processing	To provide access to the Platform, ensure service continuity, and support user authentication and communication.
Duration of processing	For the duration of the Agreement and any additional retention period required by law or agreed in writing.
Types of personal data	Work email addresses of the Customer's authorised users.
Categories of data subject	Employees or authorised users of the Customer.

4. Either party may, at any time on not less than 30 days' notice, revise this Schedule by replacing it with any applicable Data Controller to Data Processor standard clauses or similar terms forming part of an applicable certification scheme (which shall apply when replaced by attachment to this Agreement).