



Software as a Service Contract

version 3.2

G-Cloud 15

January 2026

Matrix Booking Software as a Service Contract version 3.2

BETWEEN

MATRIX BOOKING LIMITED (Company registered number 12634713) whose registered office is at C/O The Mccay Partnership 24 Capital Business Centre, 22 Carlton Road, South Croydon, Surrey, England, CR2 0BS ("**Matrix**"); and

(2) **the Customer named in the Order Form (or applicable Call-Off-Form)** ("**Customer**").

BACKGROUND

- A. Matrix has developed a cloud-based booking system known as Matrix Booking, which it makes available to customers on a Software as a Service (SaaS) basis.
- B. The Customer wishes to use Matrix Booking.
- C. Matrix has agreed to provide access to Matrix Booking, and the Customer has agreed to take and pay for access and use of Matrix Booking, subject to the terms and conditions of this Agreement.

1. IT IS AGREED AS FOLLOWS:

1.1. INTERPRETATION

In this Agreement:

- 1.1.1. "**Agreement**" means this Agreement, consisting of these terms and conditions and the Schedules
- 1.1.2. "**Authorised Users**" means those employees, agents and independent contractors of the Customer who are authorised by the Customer to use the Services, Software and the Documentation.
- 1.1.3. "**Back-up Policy**" means Matrix's policy for backing-up Customer Data as set out in the Documentation.
- 1.1.4. "**Business Day**" means any day which is not a Saturday, Sunday or public holiday in England and Wales when the banks in London are open for business.
- 1.1.5. "**Change of Control**" means the direct or indirect acquisition of either the majority of the voting stock, or of all, or substantially all, of the assets or general management, of a party by another entity in a single transaction or a series of transactions.
- 1.1.6. "**Charges**" means any and all costs, fees or other charges payable by the Customer to Matrix as set out in Schedule 1 (Order).

- 1.1.7. **"Confidential Information"** means information that is either clearly labelled as confidential, is manifestly of a confidential nature or would appear to a reasonable person to be confidential, and shall be deemed to include all Customer Data.
- 1.1.8. **"Contract Date"** is the starting date for the relevant Service, which shall be the earlier of the date of last signature to this Agreement where Schedule 1 is populated, or the date of last signature to any other Order which expressly incorporates these terms from time to time.
- 1.1.9. **"Customer Data"** means the data inputted to Matrix Booking by the Customer or its Authorised Users, or by Matrix on the Customer's behalf for the purpose of facilitating the Customer's use of Matrix Booking, including any Personal Data processed by Matrix as a Data Processor, but excluding any anonymised or aggregated service usage information or Personal Data of which Matrix is the Data Controller.
- 1.1.10. **"Customer Hardware"** means all hardware purchased or operated by the Customer which shall include any hardware the Customer has procured from a third party directly where applicable.
- 1.1.11. **"Data Processing Agreement" or "DPA"** means the terms and conditions governing the processing of Personal Data required to be processed by Matrix acting as a processor under the instruction of the Customer as Controller as executed by and between the parties from time to time on or around the Contract Date.
- 1.1.12. **"Data Protection Laws"** means the General Data Protection Regulation ((EU) 2016/679) and the Directive on Privacy and Electronic Communications 2002/58/EC and any national data protection laws and regulations enacted under those laws or otherwise (including the Data Protection Act 2018 and Privacy and Electronic Communications Regulations 2003) and any successor laws and regulations as amended from time to time and any and all other applicable laws relating to processing of personal data and privacy that may exist in any relevant jurisdiction.
- 1.1.13. **"Documentation"** means the documentation provided by Matrix to the Customer during the implementation or provision of the Services.
- 1.1.14. **"Fixed Term"** any agreement made between the Parties for Matrix to provide Services for a fixed duration that is not terminable by either party until expiry of that period of time.
- 1.1.15. **"Force Majeure Event"** means any act, event, omission or accident beyond the reasonable control of a party, including strikes,

lock-outs or other industrial disputes (whether involving the workforce of that party or any other person), failure of a utility service or transport or telecommunications network, act of God, pandemic, war, riot, civil commotion, malicious or criminal acts or damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood or storm.

- 1.1.16. **"Hardware Assets"** means either the Customer Hardware or any hardware assets as applicable (including any associated firmware) that Matrix will make available to the Customer from time to time to for use in connection with the performance of the Services, as stated in Schedule 1 (Order).
- 1.1.17. **Heightened Cybersecurity Requirements:** any laws, regulations, codes, guidance (from regulatory and advisory bodies. Whether mandatory or not), international and national standards, [industry schemes] and sanctions, which are applicable to either the Customer or an Authorised User [(but not the Supplier)] relating to security of network and information systems and security breach and incident reporting requirements, which may include the cybersecurity Directive ((EU) 2016/1148), Commission Implementing Regulation ((EU) 2018/151), the Network and Information systems Regulations 2018 (SI 506/2018), all as amended or updated from time to time.
- 1.1.18. **"Initial Period"** means the period stated as such in Schedule 1 (Order).
- 1.1.19. **"Intellectual Property Rights"** means copyrights, patents, trade marks, service marks, design rights (whether registered or unregistered), database rights, semiconductor topography rights, trade secrets, know-how and all other similar or corresponding proprietary rights including those subsisting now or in the future (in any part of the world) and all applications for the protection of any of the above mentioned rights.
- 1.1.20. **"Normal Business Hours"** means 09:00 to 17:30 (UK time) on a Business Day.
- 1.1.21. **"Privacy and Security Policy"** means Matrix's policy regarding the privacy and security of Customer Data, as set out in the Documentation.
- 1.1.22. **"Services"** means the Matrix Booking software-as-a-service solution to be made available by Matrix under this Agreement via the website <http://www.matrixbooking.com> or any other website notified to the Customer by Matrix from time to time, as more particularly

described in the Documentation.

- 1.1.23. **"Software"** means the software applications and all code existing within them, excluding the firmware embedded in the Leased Asset, to be provided or otherwise made available by Matrix to the Customer, as further set out and described in Schedule 1 (Order) and the relevant Documentation.
- 1.1.24. **"Support Services"** the support offered by Matrix in its Support Services Policy from time to time including its standard support services and any enhanced or additional supporting services which the Customer procures from Matrix from time to time.
- 1.1.25. **"Support Services Policy"** means Matrix's policy regarding the provision and scope of support services in connection with the Software, as set out in the Documentation.
- 1.1.26. **"Term"** means the term of the Agreement, comprising (i) the Initial Period and/or (ii) any Fixed Term and (iii) any extension beyond the Initial Period or Fixed Term that the parties may agree in accordance with Clause 14.2.
- 1.1.27. **"Virus"** means any device or other thing (including any software, code, file or program) which may (a) prevent, impair or otherwise adversely affect the operation of any computer software, hardware or network, any telecommunications service, equipment or network or any other service or device; (b) prevent, impair or otherwise adversely affect access to or the operation of any program or data, including the reliability of any program or data (whether by re arranging, altering or erasing the program or data in whole or part or otherwise); or (c) adversely affect the user experience, including worms, trojan horses, viruses and other similar things or devices.
- 1.2. Unless the context otherwise requires a different interpretation to avoid a repugnant or ludicrous interpretation of any term of this Agreement under the circumstances:
- 1.2.1. Clause, Schedule and paragraph headings shall not affect the interpretation of this Agreement.
- 1.2.2. A "person" includes an individual, corporate or unincorporated body (whether or not having separate legal personality).
- 1.2.3. A reference to a company shall include any company, corporation or other body corporate, wherever and however incorporated or established.
- 1.2.4. Words in the singular shall include the plural and vice versa.

- 1.2.5. A reference to one gender shall include a reference to the other gender.
- 1.2.6. A reference to a statute or statutory provision is a reference to it as it is in force for the time being, taking account of any amendment, extension, or re-enactment and includes any subordinate legislation for the time being in force made under it.
- 1.2.7. A reference to writing or written includes email but not faxes.
- 1.2.8. References to Clauses and Schedules are to the clauses and schedules of this Agreement. References to paragraphs are to paragraphs of the relevant Schedule to this Agreement.
- 1.2.9. Any words following the terms "including", "include", "in particular", "for example" or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.

2. USE OF SERVICES, SOFTWARE, HARDWARE AND DOCUMENTATION

- 2.1. Subject to payment by the Customer of the relevant Charges, Matrix shall grant to the Customer a non-exclusive, non-transferable right to permit Authorised Users to use the Services, Software, applicable Hardware Assets and the Documentation during the Term.
- 2.2. In relation to the Authorised Users, the Customer undertakes that:
 - 2.2.1. each Authorised User shall keep a secure password for his use of the Services, the Software and the Documentation, and keep that password confidential; and
 - 2.2.2. it shall permit Matrix to audit the use of the Services in order to establish the name and password of each Authorised User, such audit to be conducted no more than once per year, on reasonable prior written notice, at Matrix's expense, and in such a manner as not substantially to interfere with the Customer's normal conduct of business.
- 2.3. The Customer shall use all reasonable endeavours, taking into account the current state of the art of anti-virus and other protective technologies available to it at the relevant time, and shall use reasonable endeavours to procure that Authorised Users also comply with this Clause, to prevent any access, storage, distribution or transmission of any Viruses that may affect the Services in any way, or to transmit any material during the course using the Services that:
 - 2.3.1. is unlawful, harmful, threatening, defamatory, obscene, infringing,

- harassing or racially or ethnically offensive;
- 2.3.2. facilitates illegal activity;
- 2.3.3. depicts sexually explicit images;
- 2.3.4. promotes unlawful violence;
- 2.3.5. is discriminatory based on race, gender, colour, religious belief, sexual orientation, disability; or
- 2.3.6. is otherwise illegal or causes damage or injury to any person or property;
- 2.3.7. and Matrix reserves the right to disable the Customer's access to the Services immediately if the Customer or any Authorised User materially breaches the provisions of this Clause.
- 2.4. Except as strictly permitted by any applicable law, which is incapable of exclusion by agreement between the parties or as expressly permitted under this Agreement (and subject always to any implied or express pre-conditions of the same), the Customer shall not:
 - 2.4.1. copy, modify, duplicate, create derivative works from, frame, mirror, republish, download, display, transmit, or distribute all or any portion of the Software and/or Documentation (as applicable) in any form or media or by any means; or
 - 2.4.2. reverse compile, disassemble, reverse engineer or otherwise reduce to human perceivable form all or any part of the Software;
 - 2.4.3. access all or any part of the Software, the Services and Documentation in order to build a product or service which competes with them; or
 - 2.4.4. use the Software, the Services, Hardware Assets and/or the Documentation to provide services to third parties including acting as a service bureau.
- 2.5. The Customer shall use all reasonable endeavours to prevent any unauthorised access to, or use of, the Software, the Services, the Hardware Assets and/or the Documentation via the Customer's systems.

3. SERVICE AVAILABILITY AND SUPPORT

- 3.1. Matrix shall make the Services, Software, applicable Hardware Assets and the Documentation available to the Customer on and subject to the terms of this Agreement.
- 3.2. Matrix shall use reasonable endeavours to ensure that the Services

are available 24 hours a day, seven days a week, except for:

- 3.2.1. planned maintenance carried out during the maintenance window of 10.00 pm to 2.00 am UK time; and
- 3.2.2. unscheduled maintenance performed outside Normal Business Hours, provided that Matrix has used reasonable endeavours to give the Customer at least 6 hours' notice in advance, such notice to be given during Normal Business Hours.
- 3.3. Matrix will, as part of the Services and at no additional cost to the Customer, provide the Customer with Matrix's standard customer support services during Normal Business Hours in accordance with Matrix's Support Services Policy in effect at the time that the Services are provided.
- 3.4. Matrix' commitments with respect to Hardware Assets performance parameters, and the management of faulty and replacement Hardware Assets, shall be as set out in its Support Services Policy from time to time.
- 3.5. Matrix will inform the Customer of any changes to the Support Services Policy it makes from time to time.
- 3.6. Matrix may from time to time make or offer additional or enhanced support services available to the Customer for a fee or otherwise. Matrix shall advise the Customer of any additional Charges applicable to such additional or enhanced services it makes available from time to time and shall procure the Customer's written approval to such costs before commencing such services.

4. CUSTOMER ASSETS

- 4.1. The Customer shall own all right, title and interest in and to all of the Customer Data. and shall have sole responsibility for the legality, reliability, integrity, accuracy and quality of the Customer Data.
- 4.2. Matrix shall follow its archiving procedures for Customer Data as set out in its standard Back-up Policy as in force from time to time. In the event of any loss or damage to Customer Data, then provided that Matrix has complied with its Back-up Policy, the Customer's sole and exclusive remedy shall be for Matrix to restore the lost or damaged Customer Data from the most recent copy of the back-up of such Customer Data maintained by Matrix.
- 4.3. In providing the Services, without prejudicing or reducing any of its responsibilities set out in Clause 5 below, Matrix shall comply with its Privacy and Security Policy.
- 4.4. For the avoidance of any doubt the obligations set out in Clauses 4.2

and 4.3 are without prejudice to Matrix's obligations under Clause 5 with regard to personal data.

- 4.5. The Customer shall bear all responsibility for the maintenance and security of Customer Hardware.

5. DATA PROTECTION

- 5.1. Both parties will comply with all applicable requirements of the Data Protection Laws. This Clause 5 is in addition to, and does not relieve, remove or replace, a party's obligations under the Data Protection Laws.
- 5.2. The terms and conditions of the Data Processing Agreement are hereby incorporated into this Agreement as if set out in full in this clause 5.

6. MATRIX OBLIGATIONS

- 6.1. Subject to Clause 6.2, Matrix warrants that:
- 6.1.1 the Services will be performed
 - 6.1.1.1 in accordance with good industry practice,
 - 6.1.1.2 In accordance with all laws which are applicable to the Supplier and
 - 6.1.1.3 with reasonable care and skill;
 - 6.1.2 the Services and the Software will operate in accordance with the Documentation including any assurances in the Documentation with regard to functionality, performance, data standards and security and availability;
 - 6.1.3 the Software shall materially comply with its published specification as set out in the Documentation;
 - 6.1.4 in relation to Hardware Assets:
 - 6.1.4.1 those Hardware Assets owned and operated by Matrix (excluding any Customer Hardware) shall operate in accordance with their specification as set out in the Documentation for the duration of the Term; and/or
 - 6.1.4.2 those Hardware Assets which the Customer purchases from Matrix shall be supplied with their standard OEM warranty which, unless otherwise agreed in writing, shall be a standard warranty that the relevant purchased hardware operates materially in accordance with its applicable published technical specification for a period of twelve (12) month after delivery;

- 6.1.5 all Matrix personnel involved in the provision of the Services shall have appropriate skills and experience to enable them to perform the tasks assigned to them, and that such personnel are in sufficient number to enable the Supplier to fulfil its obligations under this Agreement.
- 6.2. Clauses 6.1.1, 6.1.2, 6.1.3 and 6.1.4 shall not apply to the extent that any non-conformance or infringement is caused or contributed to by any usage or operation of the same contrary to Matrix's instructions, or modification or alteration of them by any person other than Matrix or its duly authorised contractors or agents or as a result of any Customer Data or Customer Hardware.
- 6.3. This Agreement shall not prevent Matrix from entering into similar agreements with third parties, or from independently developing, using, selling or licensing documentation, products and/or services which are similar to those provided under this Agreement.
- 6.4. Except as expressly stated in this agreement, all warranties, conditions and terms, whether express or implied by statute, common law or otherwise (including satisfactory quality, fitness for purpose and suitability) are hereby excluded to the fullest extent permitted by law.

7. GENERAL WARRANTIES

- 7.1. Each of Matrix and the Customer warrant to the other that:
- 7.1.1. it has and will maintain all necessary licences, consents, and permissions necessary for the performance of its obligations under this Agreement.
 - 7.1.2. they shall each use reasonable endeavours to guard against the inclusion or introduction of Viruses into the Services or Software or in any communications between the parties.
 - 7.1.3. The signatories executing this agreement have the necessary authority to bind the respective party to the terms of this agreement; and
 - 7.1.4. the possession and/or use of any materials (including but not limited to Software, data or other materials) made available by or on behalf of either party to the other pursuant to this agreement shall not infringe the Intellectual Property Rights of any third party, nor expose either party to any claims from a third party in relation to infringements of the Intellectual Property Rights of a third party.

8. CUSTOMER'S OBLIGATIONS

8.1 The Customer shall:

- 8.1.1 perform any obligations that are clearly indicated in the Documentation as being responsibilities of the Customer;
- 8.1.2 provide Matrix with such other information and co-operation as Matrix may reasonably require in relation to the performance of this Agreement, including the provision of information regarding Customer Data, security access information and configuration services;
- 8.1.3 fulfil any Customer dependencies, assumptions and other Customer responsibilities with regard to the implementation and use of the Services as set out in Schedule 1 (Order);
- 8.1.4 comply with the requirements of Schedule 3 (Hardware Assets) in relation to any hardware that Matrix makes available to the Customer in connection with this Agreement;
- 8.1.5 comply with all applicable laws and regulations with respect to its activities under this Agreement;
- 8.1.6 ensure that the Authorised Users use the Software, the Hardware Assets (if any), the Services and the Documentation in accordance with this Agreement;
- 8.1.7 ensure that its network and systems, and any applicable Customer Hardware, comply with the relevant specifications set out in the Documentation;
- 8.1.8 procure and maintain the required network connections and telecommunications links from its systems to Matrix's data centres; and
- 8.1.9 participate in public relations activities relating to this Agreement, including making a win announcement within one month of the Contract Date, agreeing a case study following go-live, and acting as a customer reference with other potential Matrix Booking clients.

9. CHARGES AND PAYMENT

- 9.1. The Customer shall pay the Charges to Matrix in accordance with this Clause 9 and Schedule 1 (Order).
- 9.2. If Matrix has not received payment within 30 days after the submission of a valid undisputed invoice ("**Due Date**"), and without prejudice to any other rights and remedies that it may have Matrix may, without liability to the Customer,:

- 9.2.1. disable the Customer's password, account and access to all or part of the Services;
- 9.2.2. Cease to provide any other service, support or operate any applicable Hardware Assets
- 9.3. Interest shall accrue on such due amounts at an annual rate equal to 5% over the then current base lending rate of National Westminster Bank Plc (or above zero if greater), at the date the relevant invoice was issued, commencing on the Due Date and continuing until fully paid, whether before or after judgment.
- 9.4. Matrix may invoice for any applicable interest at any time up to the termination or expiry date.
- 9.5. All amounts and fees stated or referred to in this Agreement are exclusive of value added tax, which shall be added to Matrix's invoices at the appropriate rate.

10. PROPRIETARY RIGHTS

- 10.1. The Customer acknowledges and agrees that Matrix and/or its licensors own all Intellectual Property Rights in the Software, the Services, the Hardware Assets (other than Customer Hardware) and the Documentation.
- 10.2. Matrix acknowledges and agrees that the Customer and/or its licensors own all Intellectual Property Rights in Customer Data.
- 10.3. Each party hereby grants to the other a limited license to use their respective materials as is required to carry out the obligations set out in this Agreement including as may be required from time to time for Matrix to provide and manage the Services, Software, Hardware Assets and support services from time to time.
- 10.4. Except as expressly stated, this Agreement does not grant to either party any rights to any Intellectual Property Rights of the other and nothing in this agreement operates to transfer the ownership of such rights from either party to the other.

11. CONFIDENTIALITY

- 11.1. Each party (as the "**receiving party**") may be given access to Confidential Information of the other in order to perform its obligations under this Agreement. A party's Confidential Information shall not be deemed to include information that:

- 11.1.1. is or becomes publicly known other than through any act or omission of the receiving party;
 - 11.1.2. was in the receiving party's lawful possession before the disclosure;
 - 11.1.3. is lawfully disclosed to the receiving party by a third party without restriction on disclosure;
 - 11.1.4. is independently developed by the receiving party, which independent development can be shown by written evidence; or
 - 11.1.5. is required to be disclosed by law, by any court of competent jurisdiction or by any regulatory or administrative body.
- 11.2. Each party shall hold the other's Confidential Information in confidence and, unless required by law, shall not make the other's Confidential Information available to any third party, or use or disclose the other's Confidential Information for any purpose other than the performance of this Agreement, for the duration of the Term and for three (3) years following its termination or expiry.
- 11.3. Each party shall ensure that the other's Confidential Information to which it has access is not disclosed or distributed by its employees or agents in violation of the terms of this Agreement.
- 11.4. Neither party shall be responsible for any loss, destruction, alteration or disclosure of Confidential Information caused by any third party.
- 11.5. This Clause 11 shall survive termination of this Agreement, however arising.

12. INDEMNITY

- 12.1. Matrix shall defend the Customer, its officers, directors and employees against all claims, actions, proceedings, losses, damages, expenses and costs (including court costs and reasonable legal fees) arising out of or in connection with a claim that the use of the Services, Software or Documentation infringes the Intellectual Property Rights of any third party, and shall indemnify the Customer for any amounts awarded against the Customer in judgment or settlement of such claims, provided that:
- 12.1.1. Matrix is given prompt notice of any such claim;
 - 12.1.2. the Customer provides reasonable co-operation to Matrix in the defence and settlement of such claim, at Matrix's expense; and
 - 12.1.3. Matrix is given sole authority to defend or settle the claim.

- 12.2. In the defence or settlement of any claim, Matrix may procure the right for the Customer to continue using the Services, Software or Documentation, or replace or modify them so that they become non-infringing.
- 12.3. Matrix shall have no liability under Clause 12.1 to the extent that the alleged infringement is based on:
 - 12.3.1. a modification of the Services, Software or Documentation by anyone other than Matrix or its employees or subcontractors; or
 - 12.3.2. the Customer's use of the Services, Software or Documentation in a manner contrary to the reasonable instructions given to the Customer by Matrix.

13. LIMITATION OF LIABILITY

- 13.1. This Clause 13 sets out the entire financial liability of each party (including any liability for the acts or omissions of its employees, agents and sub-contractors) to the other arising under or in connection with this Agreement.
- 13.2. Nothing in this Agreement limits or excludes the liability of either party:-
 - 13.2.1. for death or personal injury caused by negligence;
 - 13.2.2. for fraud, fraudulent misrepresentation or fraudulent misstatement; or
 - 13.2.3. breach of any obligations implied by section 12 of the Sale of Goods Act 1979 or section 2 of the Supply of Goods and Services Act 1982
- 13.3. Subject to Clause 13.2:
 - 13.3.1. neither party shall be liable whether in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise for any:
 - 13.3.1.1. loss of profits, loss of business, depletion of goodwill and/or similar losses; or
 - 13.3.1.2. Loss of or corruption to data
 - 13.3.1.3. loss or for any special, indirect or consequential loss, costs, damages, charges or expenses;
 - in each case however arising under this Agreement.
- 13.4. Each party's total aggregate liability whether in contract, tort

(including negligence or breach of statutory duty), misrepresentation, restitution or otherwise, arising in connection with:

- 13.4.1. this Agreement shall (except to the extent that clause 13.4.2 applies) be limited to 100% of the Charges payable by the Customer during the twelve (12) month period immediately preceding the date on which the first cause of action under this agreement first arose; and
 - 13.4.2. any breach of clause 11 or of Data Protection Laws shall be limited to an amount equal to 200% of the Charges payable by the Customer during the twelve (12) month period immediately preceding the date on which the first cause of action under this agreement first arose.
- 13.5. Matrix shall maintain in place adequate insurance provision to cover all liabilities which Matrix (and/or any employee or contractor of Matrix) may incur to the Customer in connection with or arising out of the agreement during the Term.

14. TERM AND TERMINATION

- 14.1. This Agreement shall commence on the Contract Date and shall automatically terminate upon the expiry of the Initial Period or any applicable Fixed Term.
- 14.2. If the Customer wishes to extend the Agreement beyond the Initial Period or any Fixed Term, the Customer shall give written notice to Matrix no later than thirty-two (32) calendar days before the end of the Initial Period expressly stating it's wish to renew the agreement. The parties shall use all reasonable endeavours to agree the terms of the extension, including:-
- 14.2.1. the duration of the extension (the "**Extension Period**");
 - 14.2.2. the charges payable in respect of the extension period; and
 - 14.2.3. any other amendments to this Agreement that the parties agree are appropriate. Subject to agreement of all such terms in writing no later than the end of the Initial Period, this Agreement shall be extended accordingly. Further Extensions Periods may also be agreed from time to time on the basis set out in this Clause 14.2.
- 14.3. Without prejudice to any other rights or remedies to which the parties may be entitled, either party may terminate this Agreement without liability to the other if:-
- 14.3.1. the other party commits a material breach of any of the terms of this Agreement and (if such a breach is remediable) fails to remedy that breach within 30 days of that party being notified in writing of the

breach;

- 14.3.2. the other party repeatedly breaches any of the terms and conditions of the Agreement in such a manner as to reasonably justify the opinion that its conduct is inconsistent with it having the intention to give effect to the terms and conditions of the Agreement; or
 - 14.3.3. the other party becomes or is declared insolvent, is the subject of any proceeding relating to its liquidation, winding-up, insolvency or the appointment of a receiver, administrator or similar officer, makes an assignment for the benefit of all or substantially all of its creditors or enters into an agreement for the composition, extension or readjustment of all or substantially all of its obligations.
- 14.4. On termination of this Agreement for any reason:-
- 14.4.1. all licences granted under this Agreement shall immediately terminate;
 - 14.4.2. the Customer shall make no further use of, and where applicable return to Matrix in good working order, any equipment, Hardware Assets, property, Documentation or other items (or any copy thereof) belonging to Matrix or its licensors; and
 - 14.4.3. Matrix shall promptly deliver to the Customer all Customer Data in its possession, in a common file format such as Excel, CSV and certify that it has not retained any copies.
- 14.5. The accrued rights of the parties as at the effective date of termination, or the continuation after termination of any provision expressly stated to survive or implicitly surviving termination, shall not be affected or prejudiced.
- 14.6. The parties may elect to enter into a Fixed Term agreement at any time. In the event that a Fixed Term agreement is reached this shall be expressly identified in an Order. If this Agreement is terminated by the Customer during a Fixed Term pursuant to clause 14.3.1 above then Matrix shall provide a pro-rata refund of any prepaid unearned amounts relating to the remainder of that Fixed Term.

15. ANTI-BRIBERY AND CORRUPTION

- 15.1. Matrix will comply with, and ensure that all of its employees and any persons performing services for or on its behalf comply with, all applicable legal and regulatory anti-bribery and corruption obligations, including the Bribery Act 2010.
- 15.2. The Customer will be entitled to terminate this Agreement

immediately upon written notice to Matrix if, in connection with this Agreement, Matrix, or any person employed by it or performing services for or on its behalf, commits an offence under the Bribery Act 2010 or any other applicable anti-bribery and corruption laws or regulations.

16. MODERN SLAVERY

- 16.1. Matrix warrants that it will comply with, and ensure that all of its employees and any persons performing services for or on its behalf, comply with the Modern Slavery Act 2015 ("MSA").
- 16.2. For the avoidance of doubt, Matrix warrants that it shall:-
 - 16.2.1. comply with its obligations, if applicable, to produce a yearly slavery and human trafficking statement detailing its actions to bring an end to human trafficking and slavery; and
 - 16.2.2. act to prevent any acts of human trafficking, slavery, servitude, and forced or compulsory labour by ensuring that it has appropriate policies and procedures in place, conducted relevant and appropriate due diligence and auditing of potential suppliers, provided training to relevant staff, appropriately evaluated and managed risks in its own commercial organisation and in its and/or their supply chain, and adopted relevant key performance indicators.
 - 16.2.3. Matrix warrants and represents that it is not (and no supplier to Matrix's commercial organisation is subject to any inquiry or investigation for any breach of the MSA or any other legislation in any jurisdiction prohibiting human trafficking, slavery, servitude, forced or compulsory labour.

17. ANTI-FACILITATION OF TAX EVASION

- 17.1. Matrix shall:-
 - 17.1.1. not engage in any activity, practice or conduct which would constitute either a UK tax evasion facilitation offence under section 45(1) of the Criminal Finances Act 2017; or
 - 17.1.2. have and shall maintain in place throughout the term of this Agreement such policies and procedures as are both reasonable to prevent the facilitation of tax evasion by another person (including employees of Matrix) and to ensure compliance with Clause 17.1.1;
 - 17.1.3. promptly report to the Customer any request or demand from a third party to facilitate the evasion of tax within the meaning of Part 3 of the Criminal Finances Act 2017, in connection with the performance

of this Agreement; and

17.1.4. provide such supporting evidence of compliance as the Customer may reasonably request.

17.2. Breach of this Clause 17 shall be deemed a material breach under Clause 14.3.

18. FORCE MAJEURE

18.1. Neither party shall have any liability to the other under this Agreement to the extent that it is prevented from or delayed in performing its obligations under this Agreement by a Force Majeure Event.

19. WAIVER

19.1. A waiver of any right under this Agreement is only effective if it is in writing and it applies only to the party to whom the waiver is addressed and to the circumstances for which it is given.

19.2. Unless specifically provided otherwise, rights arising under this Agreement are cumulative and do not exclude rights provided by law.

20. SEVERANCE

20.1. If any provision (or part of a provision) of this Agreement is found by any court or administrative body of competent jurisdiction to be invalid, unenforceable or illegal, the other provisions shall remain in force.

20.2. If any invalid, unenforceable or illegal provision would be valid, enforceable or legal if some part of it were deleted, the provision shall apply with whatever modification is necessary to give effect to the commercial intention of the parties.

21. ENTIRE AGREEMENT

21.1. This Agreement, and any documents referred to in it, constitute the whole agreement between the parties and supersede any previous arrangement, understanding or agreement between them relating to the subject matter they cover.

21.2. Each of the parties acknowledges and agrees that in entering into this Agreement it does not rely on any undertaking, promise, assurance, statement, representation, warranty or understanding (whether in writing or not) of any person (whether party to this Agreement or not) relating to

the subject matter of this Agreement, other than as expressly set out in this Agreement.

22. ASSIGNMENT

- 22.1. The Customer shall not, without the prior written consent of Matrix, assign, transfer, charge, sub-contract or deal in any other manner with all or any of its rights or obligations under this Agreement..
- 22.2. Matrix may at any time assign, transfer, charge, sub-contract or deal in any other manner with all or any of its rights or obligations under this Agreement.

23. NO PARTNERSHIP OR AGENCY

- 23.1. Nothing in this Agreement is intended to or shall operate to create a partnership between the parties, or authorise either party to act as agent for the other, and neither party shall have the authority to act in the name or on behalf of or otherwise to bind the other in any way (including the making of any representation or warranty, the assumption of any obligation or liability and the exercise of any right or power).

24. THIRD PARTY RIGHTS

- 24.1. This Agreement does not confer any rights on any person or party (other than the parties to this Agreement and, where applicable, their successors and permitted assigns) pursuant to the Contracts (Rights of Third Parties) Act 1999.

25. VARIATION

- 25.1. No variation of this Agreement or any of the documents referred to in it shall be valid unless it is in writing and signed by or on behalf of each of the parties to this Agreement.

26. NOTICES

- 26.1. Any notice required to be given under this Agreement shall be in writing and shall be delivered by hand or sent by pre-paid first-class post or recorded delivery post to the other party at its address set out in this Agreement, or such other address as may have been notified by that party for such purposes.

26.2. A notice delivered by hand shall be deemed to have been received when delivered (or if delivery is not in business hours, at 9 am on the first business day following delivery). A correctly addressed notice sent by pre-paid first-class post or recorded delivery post shall be deemed to have been received at the time at which it would have been delivered in the normal course of post

27. GOVERNING LAW AND JURISDICTION

27.1. This Agreement and any disputes or claims arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) are governed by and construed in accordance with the law of England.

27.2. The parties irrevocably agree that the Courts of England 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).

SIGNED

For and on behalf of [Customer]

(Signed)

(Name)

For and on behalf of Matrix Booking Limited

(Signed)

(Name)

SCHEDULE 1 - ORDER

1. SOFTWARE

The Software is [Matrix's Matrix Sense Platform, Desk Booking and Kiosk Software].

2. HARDWARE ASSETS

If any Hardware Assets are provided by Matrix under this Agreement then Matrix reserves the right to replace such hardware as Matrix reasonably requires from time to time by way of upgrade or technology refresh, and Matrix may make such update conditional upon the Customer entering into a Fixed Term agreement.

3. INITIAL PERIOD

The Initial Period is [] years from the Contract Date.

4. CHARGES

- 4.1. Subject to paragraph 4.3 below, the total payable by the Customer in respect of the Initial Period is £[] VAT.
- 4.2. In relation to the invoices described in paragraph 4.1, the Customer shall pay each invoice no later than 30 days after the date of the invoice in the case of the first invoice) and no later than the relevant anniversary of the Contract Date (in the case of the second and third invoices respectively).
- 4.3. Matrix reserves the right to increase this amount or to make additional charges if:-
 - 4.3.1. its site survey discloses that more than 10 data gateways access points or 12 kiosks are required;
 - 4.3.2. the Customer requires additional services besides the set-up and installation services described in Section 5 below; or
 - 4.3.3. the Customer fails to fulfil the Customer dependencies listed in Section 6 below.

5. SET-UP AND INSTALLATION SERVICES

- 5.1. The set-up and installation services consist of:
 - 5.1.1. sensor installation and configuration (excluding provisioning of Ethernet cables);
 - 5.1.2. Matrix Booking Software set-up including business rules and configurations;
 - 5.1.3. technology set-up including Single Sign On (SSO) and Active

Directory (AD);

5.1.4. Customer Support Portal set-up;

5.1.5. administrator and support team training; and

5.1.6. POC review sessions and system configuration updates.

6. CUSTOMER DEPENDENCIES

6.1. The Customer must ensure that it makes provision for the following Customer dependencies in connection with any set-up and installation or similar services:

6.1.1. Networking including ethernet cables for data gateway access points as required by Matrix;

6.1.2. provision of suitable internet connections in order for users to access the system;

6.1.3. provision of network connections and power supply for the display screens (including mounting and unmounting them); and

6.1.4. arrange and permit Matrix access to the installation premises for out of hours work for sensor installation.

6.2. The Customer must fulfil the following the following Customer dependencies post-implementation and for the remainder of the Term:

6.2.1. perform minor sensor checks and replacements using onsite stock;

6.2.2. manage all internal communications out to users; and

6.2.3. provide 1st line support to users (with Matrix providing 2nd line support).

SCHEDULE 2 - PARTICULARS OF PERSONAL DATA PROCESSING

Subject matter and duration of the Processing of Customer Personal Data:

The subject matter and duration of the Processing of the Customer Personal Data are set out in the Agreement.

The nature and purpose of the Processing of Customer Personal Data:

The nature and purpose of the Processing of the Customer Personal Data are set out in the Agreement.

The categories of Data Subject to whom the Customer Personal Data relates:

The Customer Personal Data may include Personal Data relating to Employees of the Customer that have been granted access to the Matrix Booking service Any third party suppliers that have been granted access to the Matrix Booking service by the Customer Matrix staff that may access the system for the purposes of providing support.

The types of Customer Personal Data to be Processed:

The Customer Personal Data may include:

Full name Email

Telephone number (if provided)

Resources booked along with date, time and meeting/booking title

Customers / Clients IP address

Attendees email addresses if added to a booking

Any text transmitted in support questions raised with the Matrix Booking Support Team

The obligations and rights of the Customer:

The obligations and rights of the Customer are set out in the Agreement.

SCHEDULE 3 - HARDWARE ASSETS

This Schedule applies where Matrix has agreed to make Hardware Assets available to the Customer in connection with the Customer's use of the Matrix Booking service. This Schedule does not apply to Customer Hardware.

1. In relation to all Hardware Assets the Customer shall have the opportunity of inspecting the Hardware Assets in order to satisfy itself as to their condition, suitability and sufficiency.
2. Risk in the Hardware Assets shall pass to the Customer on delivery. Title to all Hardware Assets shall remain with Matrix.
3. The Customer undertakes:
 - 3.1. to use the Hardware Assets solely for the purposes of making use of the Matrix Booking Service;
 - 3.2. to make no alteration to the Hardware Assets;
 - 3.3. to ensure that the Hardware Assets are kept and operated in a suitable environment, used only for the purposes for which they were designed, and operated in a proper manner by trained competent staff in accordance with any operating instructions, to take such steps as may be necessary to ensure, so far as is reasonably practicable, that the Hardware Assets are at all times safe and without risk to health when they are being used or maintained;
 - 3.4. to maintain the Hardware Assets in good and substantial repair in order to keep them in as good an operating condition as they were on first delivery by Matrix (fair wear and tear only excepted) including replacement of worn, damaged and lost parts, and to make good any damage;
 - 3.5. to keep the Hardware Assets at all times in the Customer's own possession or control, and to keep Matrix informed of their location;
 - 3.6. to permit Matrix or its duly authorised representative (a) to inspect the Hardware Assets at all reasonable times, and (b) to replace or upgrade the Hardware Assets from time to time, and for those purposes to enter upon any premises at which the Hardware Assets may be located, and to grant reasonable access and facilities for such inspection, replacement or upgrade;
 - 3.7. to maintain operating and maintenance records for the Hardware Assets and make copies of such records readily available to Matrix, together with such additional information as Matrix may reasonably require;
 - 3.8. not, without the prior written consent of Matrix, to part with control of

(including for the purposes of repair or maintenance), sell or offer for sale, underlet or lend the Hardware Assets or allow the creation of any mortgage, charge, lien or other security interest in respect of them;

- 3.9. not to do or permit to be done any act or thing which will or may jeopardise the right, title and/or interest of Matrix in the Hardware Assets;
 - 3.10. not to suffer or permit the Hardware Assets to be confiscated, seized or taken out of its possession or control under any distress, execution or other legal process (but if any of the Hardware Assets is so confiscated, seized or taken, (i) to notify Matrix, (ii) to use its best endeavours to procure an immediate release, and (iii) to indemnify Matrix on demand against all losses, costs, charges, damages and expenses incurred as a result of such confiscation);
 - 3.11. not to use the Hardware Assets for any unlawful purpose;
 - 3.12. to ensure that at all times the Hardware Assets remain identifiable as being Matrix's property, and wherever possible to ensure that a visible sign to that effect is attached to the relevant asset; and
 - 3.13. to deliver up, at its cost, the Hardware Assets on the date of expiry or termination of this Agreement, to such address as Matrix requires, or, if requested by Matrix, to allow Matrix or its representatives access to the premises where the Hardware Assets are located for the purpose of removing them. If such Hardware Assets are not returned to Matrix on the date of expiry or termination then Matrix shall be entitled to charge the Customer (i) a daily charge of [£100] per day until the Hardware Assets are in the possession of Matrix and (ii) £[50] per hour for all and any time reasonably incurred by Matrix personnel in obtaining or attempting to obtain possession of the Hardware Assets
4. The Customer acknowledges that Matrix shall not be responsible for any loss of or damage to the Hardware Assets arising out of or in connection with any negligence, misuse, mishandling or otherwise caused by the Customer or its officers, employees, agents and contractors, and the Customer undertakes to indemnify Matrix on demand against the same, and against all losses, liabilities, claims, damages, costs or expenses of whatever nature otherwise arising out of or in connection with any failure by the Customer to comply with the terms of this Schedule 3.



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