

LICENCE AND SERVICES AGREEMENT

1. DEFINITIONS

1.1. In this Agreement unless the context otherwise requires, the definitions and rules of interpretation set out in this clause 1 shall apply.

1.2. "**Act**" means the Data Protection Act 1998 as well as the GDPR (Annex 1)

1.3. "**Application**" means the customised application, designed, and developed by Coracle and licensed for use by Client.

1.4. "**Business Day**" means any day on which clearing banks generally are open for business in the City of London.

1.5. "**Data Controller**" means a data controller within the meaning of the Act.

1.6. "**Data Processor**" means a data processor within the meaning of the Act.

1.7. "**Effective Date**" means date of this Agreement.

1.8. "**Fees**" means all upfront, one-off and recurring fees and associated allowable expenses payable by Client to Coracle pursuant to this Agreement.

1.9. "**Initial Term**" means the initial term of this Agreement.

1.10. "**Term**" means the Initial Term and all renewal periods.

1.11. "**Intellectual Property Rights**" means all patents, rights in inventions, utility models, copyright and related rights, trade marks, service marks, trade names, business names, domain names, rights in trade dress or get-up, rights in goodwill or to sue for passing off, unfair competition rights, rights in designs, rights in computer software, database rights, topography rights, rights in confidential information (including know-how, trade secrets, supplier details and third party contacts) and any other intellectual property rights, in each case whether registered or unregistered and including all applications for and renewals or extensions of such rights, and all similar or equivalent rights or forms of protection in any part of the world.

1.12. "**Specification**" means the specification for the Application as agreed..

1.13. Where this Agreement specifies that the parties must evidence anything "in writing", the phrase shall be deemed to include email.

1.14 "**CORACLE**": Coracle Online Ltd, registered address - The Stables, 7-8 Chesterton Mill, French's Road, Cambridge CB4 3NP

2. SUPPORT AND MAINTENANCE SERVICES

2.1. Coracle undertakes during the Term to use all reasonable endeavours to provide reasonable assistance, according to the support process and Service Level Agreement (SLA) outlined in Schedule 1.

3. CHANGE CONTROL

3.1. If Client wishes to alter the Specification, Client shall submit details of the requested change to Coracle in writing. Coracle shall, within a reasonable time, provide a written estimate to Client of:

3.1.1. the likely time required to implement the change;

3.1.2. any variations to the Fees arising from the change; and

3.1.3. any other impact of the change on the project, the specification of the Application or the terms of this Agreement.

3.2. If Client wishes Coracle to proceed with the change, Coracle shall have no obligation to do so unless and until the parties have agreed in writing on the necessary variations to the Fees, the timeframe, the specification for the Application or the terms of this Agreement to take account of the change.

4. FEES AND PAYMENT

4.1. Details of all Fees and expenses payable by Client to Coracle in consideration of: (a) the performance by Coracle of its obligations under this Agreement; and (b) the licensing of the Application; together with details of all applicable milestones for payment as agreed.

4.2. Coracle shall be entitled to submit its invoices for Fees at any time after Client's obligation to pay such Fees arises. All Fees are non-refundable.

4.3. License Fees are invoiced annually in advance.

4.4. Fees are stated exclusive of Value Added Tax (VAT) and other taxes (as applicable).

4.5. In the event of late payment, Coracle shall be entitled to charge interest at 4 per cent above base rate of HSBC Bank PLC on all unpaid amounts from the due date until payment.

4.6. All Fees under this Agreement shall be paid without set off, counterclaim or withholding.

5. WARRANTIES AND LIABILITY

5.1. Coracle warrants that it will use reasonable commercial endeavours to ensure that the service correspond in all material respects to the agreed Specification.

5.2. The following provisions set out the entire financial liability of Coracle (including any liability for the acts or omissions of its employees, agents and sub-contractors) to Client in respect of: (a) any breach of this Agreement; (b) any use made by Client of the Application, (c) any representation, statement or tortious act or omission (including negligence) arising under or in connection with this Agreement.

5.3. All warranties, conditions and other terms implied by statute or common law are, to the fullest extent permitted by law, excluded from this Agreement.

5.4. Coracle shall not be liable, whether in contract, tort (except where caused by their own negligence or breach of statutory duty), misrepresentation or otherwise for: (a) loss of profits; (b) loss of business; (c) depletion of goodwill or similar losses; (d) loss of anticipated savings; (e) loss of goods; (f) loss of contract; (g) loss of use; (h) loss or corruption of data or information; (i) any special, indirect or consequential loss or damage.

5.5. Coracle's total aggregate liability under this Agreement arising in connection with the performance or contemplated performance of this Agreement in any 12 month period, whether in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise, shall be limited to the total Fees paid by Client to Coracle in that 12 month period.

5.6. Nothing in this Agreement limits or excludes Coracle's liability for: (a) death or personal injury caused by Coracle's negligence; (b) fraud or fraudulent misrepresentation; or (c) any other liability that cannot lawfully be excluded or limited.

6. INTELLECTUAL PROPERTY RIGHTS

6.1. Coracle hereby grants to Client, and Client accepts, a non-transferable, non-exclusive licence (without any right to grant sub-licences) for the Term to use the Application subject to the terms and conditions of this Agreement.

6.2. Each party hereby reserves all rights not expressly granted to the other party pursuant to this Agreement.

6.3. Client agrees to notify Coracle promptly of any known or suspected infringement of Coracle's Intellectual Property Rights and to provide Coracle with all information it may reasonably request in connection with the prosecution of any infringement action or other litigation in relation to its Intellectual Property Rights Right.

6.4. Coracle warrants that, to the best of its knowledge and belief, Client's receipt of the services provided by Coracle under this Agreement, and its display of the Application in accordance with this Agreement will not infringe the Intellectual Property Rights Right of any third party.

6.5. All Intellectual Property Rights in the Application, including all associated software and hardware components and implementation methods (including, but not limited to, all databases, graphics, object code and source code) are and shall remain the exclusive property of Coracle or its licensors and Client shall not acquire any proprietary rights therein.

7. CONFIDENTIALITY

7.1. Each party agrees with the other that it will, except as permitted under this Agreement, maintain as confidential and will not make any unauthorised use of any private or confidential information about the other party including but not limited to its business, business plans or projections, members, customers, products, promotions, or its private and financial affairs.

7.2. The provisions of clause 7.1 above shall not apply to:

7.2.1. any information in the public domain, except where it has entered the public domain as a result of a breach of this Agreement;

7.2.2. information obtained by a third party who is free to divulge the same without any obligation of confidentiality;

7.2.3. information required to be disclosed by law or in order for a party to this Agreement to meet its obligations hereunder;

7.2.4. any disclosure by Client or Coracle to its professional advisors, any regulatory authority or statutory auditors; or

7.2.5. any disclosure required by an order of any court of competent jurisdiction, or in pursuance of any procedure for disclosure of documents in any proceedings before any such court, or pursuant to any law or regulation having the force of law in any country.

8. TERM AND TERMINATION

8.1. This Agreement shall commence with effect from the Effective Date and shall continue thereafter until expiry of the Initial Term.

8.2. This Agreement may be terminated in any of the following circumstances:

8.2.1. by either party immediately upon notice in writing to the other in the event that that other party is in breach of its obligations under this Agreement and, in the case of a breach which is not persistent and can be remedied, that party has not remedied such breach within 20 Business Days of receipt of a written notice specifying the breach and requiring its remedy; or

8.2.2. by either party immediately upon notice in writing in the event that the other party goes into compulsory or voluntary liquidation (except for the purposes of solvent reconstruction or amalgamation) or a receiver, administrative receiver or administrator is appointed in respect of the whole or any part of its assets or in the event that it makes an assignment for the benefit of or composition with its creditors generally or engages in or suffers any similar procedure in any jurisdiction.

8.3. Immediately upon termination or expiry of this Agreement for whatever reason:

8.3.1. the licence granted to Client by Coracle shall terminate;

8.3.2. Coracle shall remove Coracle devices from the prisons; and

8.3.3. Client shall permanently cease using the Application, Coracle's confidential information and all copies thereof in Client's possession or control and shall, at Coracle's option, either irretrievably destroy or return the same to Coracle.

8.4. Termination of this Agreement shall be without prejudice to any accrued rights of action of either party.

8.5. Clauses 1, 4, 5, 6, 7, 8, 8.5, 10 and Annex 1 shall survive termination or expiry of this Agreement.

9. NOTICES

9.1. Any notice, consent, agreement or official communication 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 as set out in this Agreement, or such other address as may have been notified by that party for such purposes, or sent by email to the other party's email address as supplied from time to time. A notice, consent, agreement or official communication delivered by hand shall be deemed to have been received when delivered (or if delivery is not during business hours, at 09.00 on the first business day following delivery). A correctly addressed notice, consent, agreement or official communication 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. A notice, consent, agreement or official communication sent by email shall be deemed to have been received at the time of transmission provided that no message is received by the sender evidencing a delivery failure.

10. GENERAL

10.1. Any variation of this Agreement shall be in writing and signed by or on behalf of the parties.

10.2. Coracle shall have no liability to Client under this Agreement if it is prevented from, or delayed in, performing its obligations under this Agreement or from carrying on its business by acts, events, omissions or accidents beyond its reasonable control, including, without limitation, strikes, act of government, terrorism, lock-outs or other industrial disputes (whether involving the workforce of Coracle or any other party), failure of a utility service or transport network, act of God, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood, storm or default of suppliers or sub-contractors.

10.3. A person who is not a party to this Agreement shall not have any rights under or in connection with it, whether under the Contract (Rights of Third Parties) Act 1999 or otherwise. Notwithstanding that any term of this Agreement may be or become enforceable by a person who is not a party to it, the terms of this Agreement or any of them may be varied, amended or modified or this Agreement may be suspended, cancelled or terminated by agreement in writing between the parties or this Agreement may be rescinded (in each case), without the consent of any such third party.

10.4. 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 the circumstances for which it is given. Unless specifically provided otherwise, rights arising under this Agreement are cumulative and do not exclude rights provided by law.

10.5. If any 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. 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.

10.6. This Agreement constitutes the entire and only agreement between the parties in relation to its subject matter and replaces and extinguishes all prior or simultaneous agreements, undertakings, arrangements, understandings or statements of any nature made by the parties or any of them whether oral or written (and, if written, whether or not in draft form) with respect to such subject matter. Each of the parties acknowledges that they are not relying on any statements, warranties or representations given or made by any of them in relation to the subject matter of this Agreement, save those expressly set out in this Agreement, and that they shall have no rights or remedies with respect to such subject matter otherwise than under this Agreement save to the extent that they arise out of the fraud or fraudulent misrepresentation of another party.

10.7. 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 laws of England. 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).

10.8. Client will not during the this Agreement, and for one year after termination, without Coracle's prior written agreement directly or indirectly solicit or offer employment or engagement to any of the employees of Coracle who at the time of such solicitation or offer or during a period of six months immediately preceding such action was directly involved with this Agreement.

Annex 1

REGULATION (EU) 2016/679 OF THE EUROPEAN PARLIAMENT AND OF THE COUNCIL OF 27 APRIL 2016 ON THE PROTECTION OF NATURAL PERSONS WITH REGARD TO THE PROCESSING OF PERSONAL DATA AND ON THE FREE MOVEMENT OF SUCH DATA, AND REPEALING DIRECTIVE 95/46/EC. THE GENERAL DATA PROTECTION REGULATION (GDPR)

1. The Data Processing terms outlined in Annex 1 replace previously applicable data processing agreements.
2. Annex 1 takes effect from the Effective Date and notwithstanding expiry of the Term, remains in effect until, and automatically expires upon, deletion of all Customer Data by Coracle.
3. The parties acknowledge and agree that the European Data Protection Legislation will apply to the processing of Customer Personal Data.
4. Client is the Data Controller.
5. Coracle is a Data Processor. Schedule 2 sets out the appointment as Data Processor.
6. Client instructs Coracle to process Customer Data in accordance with the law to provide the services and support as specified in the Agreement.
7. Coracle will allow Client to delete Customer Data during the Term in a manner consistent with the functionality of the service. Coracle will allow end-users to delete their Customer Data during the Term in a manner consistent with the functionality of the service. Such deletions shall be an instruction to Coracle to delete the relevant Customer Data from Coracle's systems in accordance with the law. Coracle will comply with this instruction as soon as reasonably practicable and with a maximum period of 180 days, unless EU or EU Member State law requires storage.
8. On expiry of the Term Client instructs Coracle to delete all Customer Data in accordance with the law. Coracle will comply with this instruction as soon as reasonably practicable and with a maximum period of 180 days, unless EU or EU Member State law requires storage.
9. Coracle will implement and maintain technical and organisational measures to protect Customer Data against accidental or unlawful destruction, loss, alteration, unauthorised disclosure or access. Coracle will take appropriate steps to ensure

compliance with security measures by its employees and contractors, including ensuring that all persons with access to process Customer Data are committed to confidentiality.

10. If Coracle becomes aware of a data incident, Coracle will notify Client of the incident promptly (without undue delay) and will take reasonable steps to minimise harm by securing Customer Data.

11. Coracle's notification of, or response to, a data incident will not be construed as an acknowledgment of fault or liability by Coracle.

12. Coracle has no obligation to protect Customer Data that Client stores or transfers outside of Coracle's systems.

13. Client agrees that Coracle may store and process Customer Data out of European Economic Area (EEA).

Schedule 1

Support Process and Service Level Agreement (SLA)

Coracle undertakes to use all reasonable endeavours to provide reasonable assistance by email or telephone during Coracle's normal hours of business in the use and maintenance of the Application. Where issues are raised, we will investigate and use reasonable endeavours to provide fixes for any problems.

Issues will be analysed to understand the requirements:

- If the issue is something that can be fixed within the agreed Target Resolution Time and within the scope of the agreement then Coracle will go ahead with the fix.
- If the issue is complex and will take longer than the Target Resolution Time to fix and will require work outside of the agreement then Coracle will provide a resolution time and cost proposal for the work. Once timescales and proposed costs have been agreed the request will be acted upon.

Where requests are made for new features, we aim to agree the scope of works as soon as possible.

Service Level Agreements

Service Level Agreements (SLAs) underpin the minimum level of support Coracle offers.

		Description	Response target	Recovery target	Response type
SEV 1	Critical	Total loss of critical operational function lasting more than 10 minutes with no ability for users to workaround the issue.	30 business minutes	120 business minutes	Major Incident response
			30 business minutes	240 business minutes	P1 - Incident response
SEV 2	High	Partial/intermittent loss of critical operational function lasting more than 10 minutes however, user has the ability to workaround the issue.	60 business minutes	360 business minutes	P2 - Incident response
			60 business minutes	1 business day	P3 - Incident response
SEV 3	Medium	Loss of non-critical operational function lasting more than 10 minutes however, user has the	120 business minutes	2 business days	Bug

		ability to workaround the issue.	120 business minutes	Next release	Bug
SEV 4	Low	Impairment of a superficial / cosmetic element or function that does not demonstrably impact a user's interaction.	As soon as possible	As soon as possible	Request

Service Credits for non-performance of agreed service levels.

Measurement of performance is calculated from the time that Coracle receives notification of the issue.

Delays in resolution caused by incorrectly supplied information to the Coracle Support desk will not be included in the target or performance measurements.

A maximum of failures (to be agreed) (based on requests not exceeding (to be agreed) per month) to meet the target times, per quarter, are allowable. Failure to meet this quarterly target will result in (to be agreed)% reduction from the next quarterly invoice for the coming quarter. Any penalties will be reflected in the quarterly statement provided by Coracle.

Support Contact details

Support Desk can be contacted via the following channels:

- **Email:** support@coracleonline.com, support@coracleinside.com
- **Phone:** 01223 826224

Operating hours

The Support Desk are available as follows (with the exception of bank holidays and weekends)

	Hours	
	From	To
Monday	0900	1700
Tuesday	0900	1700
Wednesday	0900	1700
Thursday	0900	1700
Friday	0900	1700
Saturday	N/A	N/A

Sunday	N/A	N/A
Bank holidays	N/A	N/A

Out of hours support

Internal monitoring of systems and subsequent alerting is in place for key functions that alert on-call incident commanders if immediate action needs to be taken.

Account Management

The account manager will be responsible for ensuring that the contract is meeting or exceeding KPIs, reporting on the performance of the contract to designated parties, being the main point of contact with regards to queries about the contract and how to maximise benefit from the product.

As detailed in the Communication plan, the account manager will also be responsible for organising Quarterly Business Reviews (QBR) with the customer.

Communication Plan

Regular communication will take place to ensure that achievements and KPI's are being measured and reported on a regular basis, this can be done via a regular monthly online meeting. There will be an open communication line via email or phone for both the buyer and account manager.

Scenario	Description	Communication frequency	Medium	Supplied by
Software / content updates	Any new, or updated features that are relevant to the customer.	Monthly (if relevant)	Email	Account Manager
Contract performance meeting and report	An opportunity for the two contract managers to discuss the performance of the project in line with KPIs.	Monthly	Remote using Google Meet (or customer preference)	Account Manager
Business Review and report	Full agenda to be decided but it would be anticipated that this would cover: Contract performance (SLA's, KPIs etc)	Quarterly	Optional on-site (in person) and remote	Account Manager

	• Product updates • Opportunities and challenges • Support			
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Complaints procedure

In the event that a complaint is felt needed, complaints should be:

- Written in an email with the subject line prefixed with 'COMPLAINT'
- Sent to support@coracleonline.com
- Detail the complaint in as much detail as possible, ensuring that a return contact number is provided.

Upon receipt of the complaint, we will respond by confirming the receipt of the complaint (within one business day).

A response to the complaint from either the CEO or COO will be submitted within 4 business days upon confirmation of receipt of the complaint.

If the complaint requires additional information, the SLA is paused until the requested information is provided.

Schedule 2

Appointment of Data Processor

Client hereby appoints Coracle to process Data in accordance with instructions, given from time to time by Client, and agreed with Coracle, for the processing of Data for the purpose of providing the agreed services.

This Appointment applies for the entire period of the Agreement.

