

Renovotec Ltd

Customer Journey Management Solutions

Standard Customer Agreement, Terms and Conditions Template
01/01/2026

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Renovotec Services Agreement

This Agreement takes effect on the (date to be agreed) between:

Renovotec Limited, Reg. No. 3554098, a company duly incorporated and organised under the laws of England, having its registered address at Whitwood Lodge, Whitwood Lane, Wakefield, West Yorkshire, WF10 5QD ("Renovotec")

and

BACKGROUND

This Agreement concerns the provision of various services as selected by the Client by Renovotec, including the provision of Software hosting, software as a service, support and maintenance services for hardware and software developed by suppliers as named in the various appendices attached to this Agreement

(a) Renovotec Limited has received permission by these suppliers to provide and to support and maintain such services, hardware and software developed and/or manufactured by these suppliers, which thus shall be supported and maintained by Renovotec in respect to the Client according to this Agreement.

(b) It is noted that, in accordance with separate agreements thereon, Renovotec shall be provided with support by suppliers in those cases where the Client's problem cannot be solved by Renovotec, in order to ensure that the Client always has available expertise from the developer and/or the manufacturer of the services, hardware and software

1. Definitions

In this Agreement, the following definitions are used.

"Agreement" means this document as well as the Appendices listed and attached hereto. Conflicts between the body of this document and the Appendices shall be resolved as follows. The clauses of this document shall prevail over the Appendices; Appendices shall prevail over other Appendices in numerical order, unless otherwise is specifically mentioned.

"Effective Date" means the date the first fee under this Agreement is invoiced by Renovotec.

"Hardware" means the hardware developed by Suppliers to Renovotec and sold to the Client.

"Service" means the maintenance and support services provided by Renovotec from its facilities, under this Agreement, which includes Software Care Base, Software Care Plus, Care Custom and, Hardware Support Base, and Plus, or the Qmatic Cloud Service and Managed Service as chosen by the Client in this document.

“Service Hours” means Monday-Friday between 09.00-17.00 GMT, or as set out for CARE Custom in section 2.

“Software” means the software Orchestra, developed by Qmatic and licensed to the Client.

“Hardware” means hardware purchased from a third party supplier by Renovotec on behalf of the Client or hardware purchased by the Client from a supplier where Renovotec have agreed with the supplier to perform support and maintenance services such that Renovotec will not invalidate the supplier’s warranty by doing so

“Third Party Software” means software licensed by Renovotec from a supplier other than Qmatic on behalf of the Client.

2. Selection of Services

2.1 The language for all services shall be English

2.2 The Client has Chosen the following Services and Service Levels

Service	Included	Described in Appendix	Notes
Software Care (Base)		1	
Software Care (Plus)		2	
Qmatic Cloud Service		3, 3.1, 3.2	
Managed Services by Qmatic		3.1	
Qmatic Messaging Service		3.1	
Qmatic Customer Feedback		3.1	
Hardware Care (Base)		4	
Hardware Care (Plus)		4	
Other-eg Third Party Software			Appendices to be added where applicable

3. Provision of Services

Renovotec will provide the Service(s) as set out in this document and according to the relevant appendices as shown in the table under section 2 of this Agreement

4. Term and Termination

- 4.1 This agreement shall enter into force on the Effective date and shall remain valid for a period of up to and including one year thereafter and shall be automatically renewed for one year each time unless terminated by either party in writing at least three months before the expiry of the original term or extension thereof
- 4.2 Either Party is entitled to terminate this Agreement with immediate effect if the other Party:
- (a) fails to fulfil any of its obligations under this Agreement, provided such failure is of material importance to the non-breaching Party and the other Party has failed to perform rectification not later than thirty (30) days following written notice thereof; or
 - (b) has suspended its payments, is the subject of a bankruptcy petition, commences negotiations for a composition with its creditors, enters into liquidation or may otherwise be deemed to be insolvent.
- 4.3 Renovotec may terminate this Agreement if the Client is in breach of any other agreements with Renovotec
- 4.4 Notwithstanding the above, this Agreement may be terminated by Renovotec, at any time by observing a notice period of three (3) months if, due to a change in Renovotec's business, method of doing business, sale of certain business or assets or otherwise, it is no longer desirable for Qmatic to provide the Service hereunder. If this Agreement is terminated according to this clause, a partial fee, based upon the number of months remaining to the date corresponding the relevant year to the Effective Date, shall be repaid to the Client.

5. Governing Law and Disputes

- 5.1 This Agreement shall be governed and construed in accordance with the substantive laws of the United Kingdom.
- 5.2 In case this Agreement or any part of it is assigned or transferred to a third party, such third party shall automatically be bound by the provisions contained within this Agreement.

6. Signatures

This Agreement has been duly executed in two original copies, of which the Parties have taken one each. Alternatively, the Agreement has been executed by the Parties exchanging scanned copies of their signatures or digital signatures, which shall be deemed equally valid as originals.

In the absence of signatures, the provision of a valid Purchase Order made in favour of Renovotec for the amount shown in the Agreement shall be taken as acceptance of the terms of the Agreement

Signed on behalf of Renovotec:

Signed on Behalf of the Client:

X

X

Name:

Name:

Title:

Title:

Date:

Date:

Appendix 2 Software Care Plus

1 Definitions

In this Appendix, the following definitions are used.

“Case” means the reporting and logging of an Error by the Client to Renovotec

“Error” means any event which is not part of the standard operation of the Software and which causes, or may cause, an interruption or a reduction in, the quality or the usability of the Software, such as identification of a condition where the Software does not perform to its specifications, e.g. by an error in Software design, code or conflicts between single programs of the Software.

“Service Levels” means the time within Renovotec shall respond to a Case, as set out in Section 6.

2 Renovotec’s General Obligations

- 2.1 Renovotec will, from the Effective Date, provide the Services chosen by the Client, as set out in this Appendix and as specified in the Agreement.
- 2.2 Renovotec will provide the Services in a professional manner with personnel who are suitable, qualified and skilled for the purpose.

3 The Client’s General Obligations

- 3.1 The Client is responsible for the following in order to obtain the Services agreed in this Agreement.
 - a. Software versions deployed by Client must match Renovotec’s suppliers list of supported versions.
 - b. Renovotec may, in its reasonable opinion and supported by manufacturer information, designate certain software versions as obsolete or defective, and therefore exclude it from coverage under this Agreement.
 - c. Where the Client has not deployed the latest version of the Software or where obsolescence of the deployed version has occurred within the term of the agreement, Renovotec may limit any support of the software to a “best endeavours” basis or may require the Client to upgrade to a supported version of the software before offering continued support
 - d. Power surge protection must be provided for all covered computers and devices.
 - e. The Client shall assign one employee to be Renovotec’s contact person, in order to make communications between both Parties effective.
 - f. The Client shall, upon request from Renovotec, grant Renovotec remote access to the Software at no cost to Renovotec

4 Services included

- 4.1 This Agreement includes the Services below. The Service is limited to the current and one previous Software upgrade (identified, for example, as 1.x and 2.x) and to the latest Software update (identified, for example, as x.1 and x.2) of the previous upgrade. For example, if the current Software release is version 3, Renovotec will not perform the Service on Software versions 1-2.8.
- 4.2 The available Services are Described in Appendix 3 and those included are shown below

Service	Included in Software Base Care as follows
Access to Software updates	Included
Access to Software upgrades	Included
Information about values and benefits of updates and upgrades	Included
Minor Configuration Changes	Included
General support	Included

5 Software and Clients Premises included

This Agreement includes Service on the Hardware and Software at Client’s premises, as registered by Renovotec.

6 Severity Definition for Cases

Severity Level	Characteristiccs
1. Critical	All Hardware or Software services come to a total halt or if the Hardware and Software functionality is affected in such a way that the production system is no longer usable or crucial processes cannot be executed. Characteristics: • Hardware and Software services are not available for a majority of the branches • Significant data loss or data corruption • System hangs indefinitely, causing unacceptable or indefinite delays for resources or response. • System repeatedly crashes • Workaround for issue(s) not available
2. Urgent	Any individual element of the Hardware or Software or infrastructure component failing. There is a partial workaround but the ability to maintain crucial processes is severely degraded. Characteristics: • Partial Hardware or Software failure i.e. a severe fault or disturbance affecting an area of functionality, but not all the Hardware and Software are affected • Severely downgraded performance due to failures in the Hardware and Software, for example, prolonged response times, poor performance in terms of email reaction and/or delivery time. • Case encountered with localised or isolated impact
3. Important	Intermittent Cases encountered with minimal impact to Hardware and Software operations. These may be localised to individuals. There is a partial workaround but the ability to maintain Hardware and Software services is slightly degraded. Characteristics: • End users are experiencing a technical problem with Hardware or Software services. • Multiple attempts are required to use or access Hardware and Software services.
4. Low	Consultation on particular functions or configurationalong with Minor Configuration Changes • Minor Configuration Change request requiring less than 4 hours remote support • Remote Training of 2 hours or less • Enhancement requests or application of additional licences achievable remotely

7 Service Levels and Resolution Targets

7.1 The following table describes the target resolution times ascribed to cases raised with Renovotec for Software Care Base

Priority 1	Response Time Off-Site support (Off-site Service Hours)	Target Net resolution time (off site Service Hours)
1 (Critical)	2 Service Hours	8 Service Hours
2 (Urgent)	2 Service Hours	16 Service Hours
3 (Importantl)	2 Service Hours	40 Service Hours (5 Days)
4 (Low)	2 Service Hours	80 Service Hours (10 Days)

7.2 The following shall apply to the application of Response Times.

- Response time = time until Renovotec assigns an owner of the Case and starts working on the Case.
- If the total resolution time is increased as a result of any delays caused by the Client then the Target Net Resolution Time will be extended by the amount of the delay.
- The Response Times and Target Net Resolution Times will be calculated by reference to the number of Service Hours which elapsed from when Renovotec Limited is first notified of a Case.
- Cases shall be raised according to the process advised by Renovotec. The process may develop over time and the Client shall be informed of any such changes.
- The Language used in contacts between Renovotec and Client is English.

- 7.3 Service Hours for calculation of Response and Target Net Resolution Times shall only be calculated between Renovotec's standard service hours of Monday to Friday 0900 to 1700

8 Service Credits

- 8.1 Renovotec shall recompense the Client with one service credit for each day or part thereof where Renovotec Limited have failed to achieve the Service Levels as laid out in clause 7.
- 8.2 The Service credit shall be calculated as:
- One service credit for every day where the Service Level has been breached.
 - Service credits will start to be calculated from the first day after the Service Level has been breached and cease on the day on which the incident has been closed.
 - Service Credits shall be credited to the client in the form of a credit against future invoices from Renovotec
 - Where the Client gives notice of termination of the Agreement, the Service Credits will be applied as additional Service days to run concurrently at the expiry of the Agreement
- 8.3 Limit of Service Credits:
- Where multiple breaches of the Service Levels have occurred relating to the same event, service credits will be awarded for each new breach
 - The maximum number of Service Credits available under this Agreement in respect of each year of this Agreement shall be 30% of the total fees payable for that year or a maximum of 122 complementary Service days on expiry of the Agreement
 - Under no circumstances shall fees paid under the Agreement be repaid to the client under this clause.
- 8.4 Claiming Service Credits:
- 8.4.1 Where Renovotec Limited believe that Service Credits are due to the Client, Renovotec Limited will issue notification to the Client no later than 60 days before the next payment falls due under this Agreement.
- 8.4.2 Where the Client believes that Service Credits should be offered, the Client should email no later than 30 days before such payment falls due. The correspondence should clearly state the Renovotec support reference number for each event being claimed along with an explanation as to why the Client believes such a claim is valid.
- 8.5 In the case of dispute, the Client should write to The Customer Services Manager, Renovotec Limited, Whitwood Lodge, Whitwood Lane, Wakefield, West Yorkshire, WF10 or email support@renovotec.com.

9 Exclusions to Cover

The Client acknowledges and agrees that Services required due to failures and/or cases caused by any of the following circumstances are not considered normal maintenance or support and are not covered under the Services of this Agreement

- Services made necessary due to accidents, damage from fire originating outside of equipment, water, wind, earthquakes, lightning, terrorism, transporting equipment, vandalism, burglary, or similar circumstances.
- Services made necessary by the relocation, alteration or modification of the Hardware or Software which has not been authorised by Renovotec Limited.
- Services made necessary by utilising non-authorised supplies (e.g. tickets).
- Services caused by neglect, malicious activity, improper use or operator error including, without limitation, use of the Hardware and Software for purposes other than which it was designed, by the Client, its employees or third-party contractors.
- Services required due to electrical damage caused by electrical wiring at system location or resulting from electrical surges, sags, or spikes.
- Services made necessary by bugs released by other software vendors, e.g. adverse effects from installing updates or service packs.
- Errors caused by integration of Software with third party products, unless such integration was authorised by Renovotec Limited.
- Errors caused by external conditions outside Renovotec Limited's reasonable control.
- Services made necessary due to the Client's failure to implement recommendations or solutions notified by Renovotec Limited.
- Services required due to failure by the Client to maintain the necessary environmental conditions for use of the Hardware or Software.
- Services required as a result of any breach by the Client of its obligations under this Agreement.

10 Force Majeure

Neither Party shall be liable for a failure to perform any of its obligations under this Agreement due to any circumstance beyond its or its subcontractors' reasonable control, which impedes or delays any of the Services to be performed hereunder or the payment thereof, including, but not limited to, the failure by any third party to perform its obligations, labour disputes, forces of nature, fire, war, general mobilisation or unforeseen military mobilisations, requisition, seizure, acts or decisions of governments or authorities to a similar extent, requisition, insurrection and civil commotion, general shortage of materials, restrictions in the use of power and interruption in the supply of power.

11 Liability

- 11.1 Except as expressly stated in clause 11.(2) Renovotec Limited shall not in any circumstances have any liability for any Losses which may be suffered by the Client (or any person claiming under or through the Client), whether the same are suffered directly or indirectly or are immediate or consequential, and whether the same arise in contract, tort (including negligence) or otherwise howsoever, which fall within any of the following categories:
- loss of profits;
 - loss of anticipated savings;
 - loss of business opportunity;
 - loss of or goodwill;

- e. loss of, or damage to (including corruption of), data;
- 11.2 The total liability of the Parties whether in contract, tort (including negligence) or otherwise and whether in connection with this agreement or any collateral contract, shall in no circumstances exceed the total sum of the yearly fees payable under the Agreement
- 11.3 The exclusions and limitations in clause 11.1 and 11.2 shall apply to the fullest extent permissible at law but Renovotec does not exclude liability for:
 - a. death or personal injury caused by the negligence of Renovotec Limited, its officers, employees, contractors or agents
 - b. fraud or fraudulent misrepresentation; or
 - c. any other liability which cannot be excluded by law.

Appendix 3 Qmatic Cloud Service

Qmatic AB, Reg. No. 556212-7497, a company duly incorporated and organised under the laws of Sweden, having its registered address at P.O. Box 198, 431 23 Mölndal, Sweden, ("Qmatic AB") has developed Software for Customer Flow Management and offers access to this Software as a Service to end users under the name of Qmatic Cloud Services (QCS)

Renovotec Limited, Reg. No. 3554098, a company duly incorporated and organised under the laws of England, having its registered address at Whitwood Lodge, Whitwood Lane, Wakefield, West Yorkshire, WF10 5QD ("Renovotec") has entered into agreement separately to offer this service and been duly trained and authorised to supply, maintain and support QCS for its clients on behalf of Qmatic AB within the boundaries of the United Kingdom and Ireland.

The Client has decided to license the Qmatic Software, as a service delivered from servers controlled by Qmatic, on the terms of this Appendix 3.

1 Definitions

Unless the context or circumstances clearly require otherwise, the following words and phrases shall have the meanings specified below:

"Access Point" means the point or points at which the Qmatic Service connects the Client Service to a public electronic communications network.

"Additional Services" means possible services not included in the Specification.

"Agreed Start Date" means the date on which each of the Service(s) shall be available to the Client.

"Client's Data" means data or other information that the Client, or another party on its behalf, puts at Renovotec or Qmatic's disposal as well as the result of the data processing performed by Renovotec or Qmatic.

"Software" means the software from Qmatic provided by Renovotec in the Service.

"Specification" means the specification of the contents of the Service, and subsequent changes thereof agreed in writing, as set out in this Agreement, and as specified

"Service(s)" means each service which Renovotec or Qmatic, pursuant to the Agreement, shall make available to the Client over a public electronic communications network and any subsequent changes thereof.

2 License

Renovotec on behalf of Qmatic AB hereby grants the Client a non-exclusive, non-transferable right to use the Software and its documentation solely for its own internal business purposes.

3 Call off Procedure

If the Client desires additional Services, it shall so indicate in a written order to Renovotec. For the avoidance of doubt, no order for a Service shall be deemed accepted by Renovotec or Qmatic until the order from the Client has been accepted in writing. Qmatic expressly reserves, at its discretion, the right to refuse the delivery of the Service as well as, if accepted, amending Agreed Start Date proposed by the Client for additional Services

4 The Services

4.1 Each available Service is further specified and described in Appendix 3.1 and its sub- appendices. In addition, any deviations from this document regarding a specific Service shall be set out in Appendix 3.1.

4.2 Qmatic may, from time to time, designate software as a Software to be added as Service, for which a sub-appendix will be added under Appendix 3.1 by Renovotec

5 Price and payment

5.1 Renovotec will charge the Client the fees for the Services as set out in each Specification.

5.2 The fee shall be paid, against invoice, in advance relevant to the agreed term of the agreement. In case of non-payment, the Client's access to the service shall be terminated.

5.3 Renovotec shall be entitled to change its prices by giving the Client not less than 60 days notice in writing prior to each renewal period

5.4 Renovotec shall also be entitled to change its prices, giving written notice of not less than 60 days if the costs for Qmatic providing the Services increase significantly due to changes in exchange rates or as a result of legislation, government decrees or decisions or other similar unforeseen circumstances.

5.5 Additional Services will be charged in accordance with Renovotec's current price list

5.6 Additional Services requested by the client during the Term of the Agreement will be charged on a pro-rata basis for the balance of the Agreement period

5.7 Unless specifically agreed in writing separately, Renovotec shall not be required to refund any monies paid nor to issue credit against future invoices should the client wish to reduce the services or terminate the agreement without cause during the term of the Agreement

6 Renovotec's General Obligations

6.1 Renovotec shall ensure provision of the Service at the Access Point in accordance with the terms and conditions of the Agreement, and perform the agreed Additional Services. The contents of the Service(s) are set out in the Specification.

6.2 Renovotec shall be the sole contact for the Client in the provision of the service

6.3 Renovotec will perform the Services with staff that are duly authorised and qualified to provide the Service

7 Qmatic's general obligations

- 7.1 From each Agreed Start Date Qmatic shall provide the Service at the Access Point in accordance with the terms and conditions of the Agreement on behalf of Renovotec.
- 7.2 Qmatic shall perform its obligations in a professional manner. Unless otherwise follows from the Specification, the Service shall be performed in accordance with the methods and standards normally applied by Qmatic for this type of service.
- 7.3 Qmatic may, with the Agreement of Renovotec, engage a subcontractor to perform the Service and other obligations under the Agreement. Qmatic is liable for a subcontractor's work as if it had been performed by Qmatic itself.
- 7.4 Qmatic may, while observing the provisions on personal data below, provide the Service, in whole or in part, from another country, provided that Qmatic otherwise fulfils the terms and conditions of the Agreement.
- 7.5 Qmatic is ISO 27001 compliant.
- 7.6 Qmatic will perform at least one back-up of the Client's Data and/or configuration (as applicable) on a daily basis.

8 The Client's general obligations

- 8.1 The Client accepts and shall perform the following obligations:
 - (a) The Client shall review documentation provided by Renovotec and make decisions regarding the approval of such documentation, and otherwise provide the information necessary for Renovotec and Qmatic to perform their obligations under the Agreement.
 - (b) The Client is responsible for the communication between its equipment and the Access Point. It is also the Client's responsibility that it has the equipment and software that Renovotec or Qmatic has stated is required to use the Service, or which otherwise is clearly required for such use.
 - (c) The Client is responsible for faults and defects in the Client's software.
 - (d) The Client shall ensure that (i) Client's Data are free from viruses, Trojans, worms or other malicious software or code; (ii) Client's Data are in the agreed format; and (iii) Client's Data otherwise cannot damage or interfere with Qmatic's system or the Service.
 - (e) The Client shall ensure that log-in information, security methods and other information provided by Renovotec or Qmatic for access to the Service are handled confidentially in accordance with section 19. The Client shall notify Renovotec immediately in the event of unauthorised access to information in accordance with this clause.
 - (f) The Client shall notify Qmatic immediately upon discovery of any infringements or attempted infringements that might affect the Service.

9 Startup of the Service

It is Renovotec's responsibility that the Service is available to the Client from the Agreed Start Date. Renovotec shall, in good time, have provided the instructions to the Client that are necessary for the Client to start using the Service from the Agreed Start Date. The Service shall be deemed available when the Client can start using the Service from the Access Point.

10 Changes to the Service

- 10.1 Renovotec or Qmatic may, without prior notification to the Client, make changes to the Service or the method of providing it, which evidently may not cause the Client more than minor inconvenience
- 10.2 Renovotec may make other changes to the Service or the method of providing it than those set out above 3 months after notifying the Client to this effect. The Client may, at the latest when the change enters into force, terminate the Service with effect from the date the change enters into force, or such later day specified in the notice of termination, albeit not later than 3 months from the date the change entered into force. However, No Party may make any changes relating to any requirements for the Service, if the Parties have specifically stated that they may not be changed.
- 10.3 Qmatic may, at its discretion, stop providing a Service at its end-of-life cycle, 3 months after notifying the Client to this effect. Any fees paid in advance shall then be returned on a pro-rated basis.

11 The Use of the Service

- 11.1 The Client may not copy software that is included in the Service nor let anyone other than its authorized personnel use the Service.
- 11.2 The Client is obliged to follow any reasonable written instructions from Qmatic for the use of the Service, as notified by Qmatic in writing from time to time.
- 11.3 The Client is responsible for ensuring control over data handled in the Service and for ensuring that it can prevent the data from spreading in accordance with the requirements in applicable legislation or so that the data do not contravene the standards of Qmatic pursuant to this section.

12 Service Levels, support and maintenance

- 12.1 The service levels are set out in, and support and maintenance will be provided in accordance with, Appendices 3.1 and 3.3 Additional terms for support and maintenance are set out in Appendix 2. If there is a discrepancy between this document and Appendix 2, this document shall prevail.

13 Documentation

- 13.1 Renovotec shall make available user documentation for the use of the Service in form of manuals and other instructions. The user documentation shall be in English.

14 Restricted access to the Service

- 14.1 If the provision of the Service results in a risk of more than insignificant damage to Qmatic or another customer of the Service, Qmatic may block or restrict access to the Service. In connection with this, Qmatic may not adopt more far-reaching measures than are justified in the circumstances. The Client shall be informed as soon as possible if the access to the Service is restricted.
- 14.2 Unless specifically stated in the service level agreement, Qmatic may carry out planned measures that affect the availability of the Service if required for technical, maintenance, operational or safety reasons. Qmatic shall perform such measures promptly and in a manner that limits the disruption. Qmatic undertakes to notify the Client within a reasonable time before such action and, if possible, to plan such action to be carried out outside of normal office hours.

- 14.3 Renovotec and Qmatic have the right to immediately prevent information in the Service from spreading further, if it is reasonable to believe that continuing to spread the information contravenes applicable legislation. In exercising this right, Renovotec and Qmatic are entitled to access any information transferred or submitted to the Service. If Renovotec or Qmatic exercise this right, they shall notify the Client.
- 14.4 Renovotec and Qmatic are entitled to prevent persons from continuing to use the Service if the persons have submitted information in breach of applicable legislation. If this right is exercised the Client shall be notified

15 Contact

- 15.1 Renovotec and the Client shall designate a contact person who shall be responsible for the cooperation in regard to the Agreement and notify the other Party of the designated contact person.
- 15.2 The contacts are entitled to represent the principal in matters concerning the implementation of the Service and any Additional Services.

16 Intellectual property rights

- 16.1 Qmatic and/or Qmatic's licensors hold all rights, including intellectual property rights, to the Service and any software included in the Service.
- 16.2 It is Qmatic's responsibility that the Client's use of the Service does not infringe any copyright, patent or other intellectual property right. Renovotec is only responsible under this section when the Client uses the Software in the United Kingdom. Qmatic undertakes to defend, at its own expense, the Client against any claims or actions regarding infringement of a third party's rights due to the Client's use of the Service. Qmatic shall also indemnify the Client for any costs or damages that the Client may become liable to pay as a result of a judgment or settlement. The obligation by Qmatic only applies if the Client has notified Renovotec or Qmatic in writing of a claim or action within a reasonable time and Qmatic has sole control over the defence against such action and the sole right to negotiate any agreement or settlement. Where a third party alleges that the Client's use of the Service infringes upon a third party's rights, Qmatic is responsible for obtaining any necessary rights or procuring other non-infringing software without any costs and as few operational interruptions as possible to the Client or amend it so that it no longer causes infringement, or terminate the Agreement with 3 months' notice, in which case the Client, during the notice period, is entitled to a deduction of the fee that corresponds to the reduction of the value of the Service as a result of the infringement.

17 Client's Data

- 17.1 In the relationship between Renovotec and the Client, the Client is the holder of all rights pertaining to Client's Data. Work in connection with transferring Client's Data to the Client during the term of the Agreement is an Additional Service.
- 17.2 The Client is liable for, and shall indemnify and hold Renovotec and Qmatic harmless from and against, any infringement by Client's Data of any third party right or any other non-compliance with applicable law.
- 17.3 Renovotec and Qmatic may only use Client's Data as necessary to perform the Services, and if the Client's Data does not contain any personal data, to clarify misuse or analyse infringements as well as to provide information to public authorities or for statistical purposes, meaning that Renovotec or Qmatic may gather data from the Services, aggregate the Client's Data with data from other customers and provide the aggregated data to third parties. If data are used for statistical purposes, the data shall not contain information to which a confidentiality obligation applies, so that the Client or a person can be identified, and such statistical analyses shall not create personal data. Renovotec and Qmatic shall allow the Client access to the data registered by Renovotec and Qmatic regarding the use of the Service pursuant to this clause.

18 Personal data

- 18.1 Where processing of personal data occurs within the scope of the Service, the Client is the controller and Qmatic is a processor. All such processing shall be done in accordance with Appendix 3.4

19 Confidentiality

- 19.1 Each Party undertakes not to disclose, without the other party's consent, to a third party, during the term of the Agreement or for a period of three years thereafter, any information regarding the other party's business that may be considered a business or professional secret or which according to law is subject to a duty of confidentiality. Unless otherwise follows from law, Renovotec's pricing information or other information that a Party specifies as confidential shall always be regarded as a business or professional secret. The confidentiality obligation does not apply to information that the party can demonstrate has become known to the party other than through the project or which is publicly known. Furthermore, the confidentiality obligation does not apply when a Party is required to disclose such information by law, court or government order or binding stock exchange regulations. Where a Party is required to disclose information in such way, it shall notify the other Party prior to disclosure.
- 19.2 A Party shall ensure that confidentially is maintained as set out above by entering into confidentiality agreements with employees or taking other appropriate measures. A Party shall also ensure that subcontractors and subcontractors' employees that participate in the performance of the project sign confidentiality obligations on equivalent terms.

20 Liability for the Service

- 20.1 Where the fault is caused by the negligence of Renovotec, Renovotec is liable for damages, with the limitations set out below.
- 20.2 Renovotec's liability for faults or non-performance of service levels does not include faults or defects caused by the circumstances set out below:
- (a) Circumstances for which the Client is responsible under the Agreement;
 - (b) Circumstances beyond Qmatic's or Renovotec's area of responsibility for the Service;
 - (c) A virus or other security interference, provided that Qmatic and Renovotec have implemented security measures in accordance with any agreed requirements or, in the absence of such requirements, in accordance with professional standards.
- 20.3 Renovotec is only liable, in the event of non-compliance with the agreed service levels, for a price reduction or liquidated damages in accordance with the terms and conditions of the agreed service levels, as set out in Appendix 3.11. Other than as just stated, the Client is not entitled to any damages or other compensation due to non-compliance of agreed service levels, other than in the event of intent or gross negligence.

- 20.4 The Client may only invoke remedies under this, if the Client has notified Renovotec in writing to this effect no later than 90 days after the Client became aware, or should have become aware, of the grounds for the claim.

21 Limitation of liability

- 21.1 If a Party is prevented from fulfilling its obligations under the Agreement due to a circumstance beyond the Party's control, including but not limited to lightning strike, labour dispute, fire, natural disaster, changes in regulations, governmental actions and/or a failure or delay in services provided by a subcontractor due to a circumstance stated herein, then this shall constitute a ground for release resulting in an extension of the deadline for performance and release from damages and other remedies. If the performance of the Service in substantial respects is prevented for a period exceeding two months due to a circumstance stated herein, either Party shall have the right to terminate the Agreement in writing, without incurring any liability for compensation.
- 21.2 A Party's liability for damages is limited, per calendar year, to a total sum equal to 100% of the annual fee for the Service in question.
- 21.3 A Party is not in any event liable for loss of profit or other indirect damage. Furthermore, a Party is not liable for the other party's liability towards a third party, other than as stated in section 16 or, as regards the Client's liability, under section 17 Renovotec and/or Qmatic shall not be liable for any loss of data, except in respect of possible loss of data caused by negligence in performing any agreed commitments regarding backup copying.
- 21.4 The limitation of liability in this clause does not apply in the event of personal injury, liability in accordance with sections 16 and 17 or in the event of intent or gross negligence.
- 21.5 A Party does not have the right to make a claim for damages, unless such claim is made within 6 months from the time the damage occurred.

22 Winding up of the Service

- 22.1 Upon termination of the Agreement, a copy of the Client's Data shall, on request from the Client that shall be made at the latest 60 days from the termination of the Agreement, promptly be returned to the Client, and any parts which exist electronically shall, if the Client so wishes and to the extent reasonable, be submitted in electronic form in accordance with the Client's instructions. After the expiry of such 60-day period, and unless otherwise is required by law, Qmatic may destroy such Client's Data, or in a different manner make it inaccessible to the Client.
- 22.2 In order to achieve a transfer of the service that disrupts the Client as little as possible, Renovotec shall, as an Additional Service and to a reasonable extent, assist the Client if the Client wishes to migrate to an equivalent service to the Service. After transferring the Client's Data, or if the Client has not requested such transfer, Renovotec will instruct Qmatic to, after the expiry of the 60-day period referred to in the previous paragraph, delete or anonymise the Client's Data within a reasonable time but by no later than 12 months from the expiry of the Agreement. After expiry of the Agreement, Renovotec and Qmatic shall not process personal data contained in the Client's Data for any purpose other than to delete or anonymise Client's Data. Renovotec shall be entitled to reasonable remuneration for such work or any required investment in accordance with Renovotec's current price list.

Appendix 3.1 Qmatic Cloud Service Specifications

Appendix 3.1.1A – Specifications Customer Feedback

1 Specification

The Customer Feedback service provides a survey web page where the Client can define questions to ask their customers about the customer experience. The result of the survey is sent to Orchestra and the storage of the data and the possibility to use it is not within this service. For further details, see information provided by Qmatic.

2 Special terms

- 2.1 To use the Customer Feedback Service there must be a valid Orchestra license.
- 2.3 Agreed Availability for the Service measured per calendar month is: 99,0 %.
- 2.4 The Customer Feedback solution does not store any data in the Service. All data is immediately sent to the local Orchestra installation.
- 2.5 The Client may choose, if so desired, higher availability. If so, the Client shall pay the additional price(s) available upon request from Qmatic. The High Agreed Availability for the Service measured per calendar month is: 99,95 %.

3 Price, payment and termination

- 3.1 Renovotec will charge the Client an annual fee. A quarterly fee is available upon request.
- 3.2 There is no cost in starting up new survey pages.
- 3.3 The fee is based on the selected Customer Feedback package, reflecting the number of estimated submitted survey answers, at the prices set out in the price list (available upon request). Qmatic reserves the right to charge for actual submitted survey answers, in accordance with the price list.
- 3.4 Renovotec has the right to, upon 30 days advance notice to the Client, terminate subscriptions, if it there has been no activity (no submitted surveys) for 120 days. The Client may only terminate the Customer Feedback by prior written notice, given at least three months in advance of each twelve month period, calculated from Effective Date.

Appendix 3.1.1B – Specifications Managed Service by Qmatic

1 Specification

Managed service by Qmatic is a fully hosted and managed Orchestra service where Qmatic is responsible for the central Orchestra setup. For further details, see the "Managed Service by Qmatic Product Description", available upon request from Qmatic. If the Managed Service includes Customer Feedback, Appendix 3.4.1A, section 2.4, is not applicable for that Service.

2 Special terms

- 2.1 To use Managed Service by Qmatic there must be a valid Orchestra license.
- 2.2 Renovotec has the right to, upon 30 days advance notice to the Client, terminate subscriptions, if it there has been no activity (no visits or logins) for 60 days.
- 2.3 Agreed Availability for the Service measured per calendar month is: 99,0 %.
- 2.4 The Client may choose, if so desired, higher availability. If so, the Client shall pay the additional price(s) available upon request from Renovotec. The High Agreed Availability for the Service measured per calendar month is: 99,95 %.

3 Price, payment and termination

- 3.1 Renovotec will charge the Client a fee based on package size and option and duration of the Agreement, at prices available upon request from Renovotec.
- 3.2 The Client may only terminate the Managed Service by prior written notice, given at three month's notice in advance

Appendix 3.1.1C – Messaging Service

1 Specification

Renovotec's Messaging Service is provided by Qmatic and uses the integration into the Software (Orchestra) the service of acceptance, storage and onward delivery of electronic messages to mobile handsets devices via a third party's platform. This Service will enable the Client to send messages to its end-users by distribution from the Software, e.g. for sending them status updates and alerts. For further details and list of what message types are currently available, please contact Renovotec .

2 Special terms

- 2.1 Any use of this Service that can be deemed unlawful, especially a criminal offense, such as inciting rebellion, agitation against a national ethnic group, containing child pornography or an unlawful depiction of violence, violates marketing laws or regulations or obviously infringes third party intellectual property rights, is prohibited. Qmatic may, without prior notice, disable the Service if the Client can be deemed to be in breach of this section.
- 2.2 Renovotec may need approval from the Client to use the Client's brand or legal name, and to register such approval with its sub-contractor and/or a telecommunications operator. If so requested by Qmatic, the Client shall provide such approval in writing in order to use the Service.
- 2.3 Renovotec may immediately terminate this Service if the Service becomes unavailable (through no fault or action of Renovotec or Qmatic) in the Client's territory.
- 2.4 Agreed Availability for the Service measured per calendar month is: 99,0 %.

3 Price and payment

- 3.1 It is noted that the price for the Service will fluctuate over time, since the price is based on the prices for sending an electronic message and the type of message, in the Client's territory. A current price list is available from Renovotec
- 3.2 The Client shall pay, GBP, for the Service for the agreed period of the Agreement. This includes a monthly subscription fee payable in advance for the duration of the Agreement and/or subsequent extension period.
- 3.3 The Client shall, when relevant, pay against monthly invoice for the volume of messages sent above the level included in the subscription sent the previous month in accordance with the price list.

Appendix 3.1.1D – Qmatic Cloud Solutions

1 Specification

Qmatic Cloud Solutions is a fully cloud based customer journey management solution of the Software Orchestra, differing from Managed Service in that the license to the Software is not purchased but subscribed to. For further details, documentation is available upon request from Renovotec. If the Qmatic Cloud Solutions includes Customer Feedback, Appendix 3.2.1A, section 2,1 and 2.4 is not applicable, but sections 2.3, 2.5 and 3 are, for that Service. If the Qmatic Cloud Solutions includes Messaging Services, Appendix 3.21C, section 2 and 3 are applicable for that Service.

2 Special terms

- 2.1 Agreed Availability for the Service measured per calendar month is: 99,0 %.
- 2.2 The Client may choose, if so desired, higher availability. If so, the Client shall pay the additional price(s) available upon request from Qmatic. The High Agreed Availability for the Service measured per calendar month is: 99,95 %.

3 Price, payment and termination

- 3.1 Renovotec will charge the Client an annual or quarterly fee based on package size and options, at prices available upon request from Renovotec.
- 3.2 The Client may only terminate the Qmatic Cloud Solutions by prior written notice, given at least three months in advance of each twelve month agreement period, or in those cases the agreement has a length of six months the cancelation given at least one month in advance, calculated from Effective Date.

Appendix 3.2 Service Level Agreement Qmatic Cloud Services

1 Definitions

Any definitions used in this appendix shall have the same meaning as in Appendix 3, or otherwise as set out below.

"Downtime" means the period of downtime within the Agreed Hours of Service that Availability has not been met with a deduction for the time of Permitted Downtime. Downtime is calculated from the moment in time the failure in Availability is reported in accordance with point 5 until the Service becomes Available. When determining Availability in accordance with the formula below, Downtime shall not include downtime that is not the responsibility of Renovotec or Qmatic.

"Agreed Hours of Service" means the hours when the Agreed service levels are measured, which is 24 hours per day, every day of the year.

"Agreed Hours of Support" means the hours when the support helpdesk is available, which is set out in the main document of this Agreement as Service Hours, and Appendix 2

"Service" means the service as defined in Appendix 3, to which this SLA is an appendix. "Permitted downtime" means

- (a) planned service and maintenance about which the Client has been informed in advance, or
- (b) other downtime at the request of the Client or
- (c) with the Client's approval.

The number of occasions of Permitted downtime as referred to in a) above shall not exceed one per month, except where otherwise agreed.

"Availability" of a Service means that the Service is available at the measuring point. Availability is calculated using the following formula:

$$AS - TB - AB$$

Availability (%) = 100

$$AS - TB$$

AS = Agreed Hours of Service TB = Permitted downtime

AB = Downtime (this does not include downtime for which Qmatic is not responsible)

An example of the formula's application: Agreed Hours of Service is for 20 weekdays in the month x 9 hours per day, i.e. 180 hours. Permitted downtime (TB) is 4 hours. Downtime is 3 hours, of which 1 hour is downtime Qmatic is not responsible for, AB is thus 2 hours. Availability according to the formula is: $180 - 4 - 2 / 180 - 4 = 98.86\%$

2 Agreed Availability

Agreed Availability for the Service measured per calendar month is as defined for each Service and set out in the Specification.

3 Agreed levels of service for support

See Appendix 2 Software Care Plus

4 Maintenance

Qmatic shall, during planned service and maintenances windows upgrade the Software on a regular basis on behalf of Renovotec, in order to add new features and/or to keep the Software up to date with new technology, e.g. support for new operating systems, new database versions or new browser applications or versions. Renovotec will notify the Client of the date and time for these service and maintenances windows in reasonable time prior to each occasion. Renovotec has requested that Qmatic shall also, when Severity types 1 are reported, strive to within the target net resolution time, add any Software updates to the Service.

For the avoidance of doubt, this section takes precedence over sections 1.1-2 in Sub-Appendix 1B, in the sense that Software updates and upgrades will be done by Qmatic automatically and Client cannot choose to decline updates and upgrades.

5 Downtime for which Renovotec and Qmatic are not responsible

Renovotec and Qmatic are not responsible for downtime or any other failure to satisfy the agreed service level if Renovotec can show that it was caused by any of the following circumstances and provided that the said circumstance was not directly attributable to the Client:

- (a) faults in the Client's software,
- (b) circumstances outside Qmatic's area of responsibility for the Service, such as a failure of communications or other products or services from third parties for which Qmatic has not specifically taken responsibility,
- (c) any other circumstances for which the Client has responsibility under the terms of the Agreement,
- (d) virus or other security interference, provided that Qmatic has implemented security measures in accordance with any agreed requirements or, in the absence of such requirements, in accordance with professional standards, or
- (e) any circumstance referred to as force majeure or corresponding limitation of liability in the Agreement, or limitation in the Client's access to the Service under section 13, Appendix 3.

6 Reporting of downtime

Downtime is only reported after it has been registered in the fault processing system used by Qmatic. Downtime may be registered by means of an automatic alarm, a report by the Client in or upon discovery by Renovotec or Qmatic. The Client has responsibility for ensuring that the fault is reported using the agreed channels. The report shall include a relevant description of the fault and contact details to the Client.

7 Measurement

Except where otherwise agreed Qmatic has responsibility for implementing tools capable of measuring the agreed service levels. These may be supplemented with tools implemented by Renovotec. The measuring point for service level Availability is the Access Point.

8 Follow-up

Within 15 days of the end of each calendar month, or other agreed period, Renovotec shall provide the Client with a report on the measurements made of the agreed levels of service. The contact person appointed by the Client is to receive the report referred to, except where otherwise stated in the Agreement.

9 Price reductions in event of failure to reach agreed level of service

If Availability is below the agreed level of Availability for the Service, the Client is entitled to a price reduction of the percentage of the monthly fee for the Service or Service Credits as detailed in Appendix 2 whichever is the greater

Percentage below the agreed level: a) 1-5 %, b) 5-10 %, c) 11-15 %, d) 16-20 %, e) 20-25 %. Price reduction: a) 2 %, b) 4 %, c) 6 %, d) 8 %, e) 10 %.

The maximum price reduction per month in the event of failure to meet Availability that can be credited to the Client is 10% of the monthly charge for the Service. If the level of service for support falls short of the agreed, the price is reduced by 2 % per incident of the monthly charge for the Service.

If a fault means that the Client may become entitled to a price reduction for failure to satisfy various levels of service as a result of one and the same event, only one price reduction may be made as a result of this event. If several agreed levels of service entitle the Client to claim a price reduction, the maximum price reduction per month that can be credited to the Client is 15% of the aggregate charges for the month in question. The Client loses its right to claim for a price reduction, if such claim is not made by no later than the end of the calendar month following the month in which the report is sent in.

All price reductions will be recompensed by Service Credits issued against the next Renovotec invoice to the Client

Appendix 3.3 Data Processing Agreement

This data processing agreement (the "Data Processing Agreement") comprises Appendix 3.3 to the Agreement. The Data Protection agreement relates primarily to the Qmatic Cloud Service but also to the extent that processing of Personal Data may occur in the provision of other services contained in the Agreement

Background

- (A) Qmatic AB, Reg. No. 556212-7497, a company duly incorporated and organised under the laws of Sweden, having its registered address at P.O. Box 198, 431 23 Mölndal, Sweden, ("Qmatic AB") Has developed Software for Customer Flow Management and offers access to this Software as a Service to end users under the name of Qmatic Cloud Services ("QCS")
- Renovotec Limited, Reg. No. 3554098, a company duly incorporated and organised under the laws of England, having its registered address at Whitwood Lodge, Whitwood Lane, Wakefield, West Yorkshire, WF10 5QD ("Renovotec") has entered into agreement separately to offer this service and been duly trained and authorised to supply, maintain and support QCS for its clients on behalf of Qmatic AB within the boundaries of the United Kingdom and Ireland.
- As part of providing the Service Renovotec may be required to process Personal Data. Qmatic AB and Renovotec have entered into separate agreements such that any reference to Renovotec's responsibility in regard to processing Personal Data shall have the same effect on Qmatic AB
- (B) "GDPR" means 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. "Data Processing Law" means, from time to time, applicable laws and regulations to the processing of personal data, including the GDPR.
- (C) Other terms used in this Data Processing Agreement shall have the same meaning as set out in Data Processing Law and the Agreement, if nothing else is mentioned.

1 Personal data processing

- 1.1 Renovotec shall only process personal data in accordance with the Agreement, this Data Processing Agreement and/or, as they may be dispatched from time to time, in accordance with the Client's written instructions. Renovotec shall also adhere to the requirements of a personal data processor, as set out in Data Processing Law, and not take any action contrary to Data Processing Law.
- 1.2 The Client shall ensure that its processing of personal data is carried out in accordance with Data Processing Law, that Renovotec is entitled to process personal data pursuant to the Agreement for the purpose of providing the Services, all personal data provided by the Client to Renovotec will be necessary, accurate and up-to-date, and all processing instructions shall be in writing and in accordance with Data Processing Law.

2 Security

- 2.1 Renovotec shall ensure that its personnel, authorized to process the personal data, have committed themselves to confidentiality. Furthermore, Renovotec shall ensure that only such personnel who require direct access to personal data in order to fulfil Renovotec's obligations under the Agreement shall have such access.
- 2.2 Renovotec shall ensure, taking into account the state of the art, the costs of implementation and the nature, scope, context and purposes of processing as well as the risk of varying likelihood and severity for the rights and freedoms of natural persons, that appropriate technical and organisational measures to ensure a level of security appropriate to the risk are implemented, including inter alia as appropriate: (a) the pseudonymisation and encryption of personal data; (b) the ability to ensure the ongoing confidentiality, integrity, availability and resilience of processing systems and services; (c) the ability to restore the availability and access to personal data in a timely manner in the event of a physical or technical incident; (d) a process for regularly testing, assessing and evaluating the effectiveness of technical and organisational measures for ensuring the security of the processing.

3 Subcontractors and Third Party

- 3.1 Renovotec shall not engage another processor, without specific written authorisation from the Client.
- 3.2 However, the Client hereby gives its authorisation to Renovotec engaging subcontractors as listed, and for the categories of services as set out, in Appendix . Renovotec shall engage these subcontractors on the same, or similar, terms as set out in this Data Processing Agreement. Renovotec shall inform the Client if any change occurs (such as the engagement of new subcontractors or the replacement thereof), giving the Client an opportunity to object. The Client shall be entitled to terminate the Agreement, should it object to a subcontractor.
- 3.3 Renovotec shall be liable for the performance of subcontractors, as if Renovotec performed the Service itself.
- 3.4 If Renovotec's processing of personal data entails the Client's personal data being transferred to a third country, Renovotec shall ensure that such transfer is done in accordance with Chapter V in the GDPR, concerning transfer of personal data to third countries.

4 Assistance regarding the rights of data subjects

Renovotec shall, taking into account the nature of the processing, assist the Client by appropriate technical and organisational measures, insofar as this is possible, for the fulfilment of the controller's obligation to respond to requests for exercising the data subject's rights laid down in Chapter III. This shall be done in accordance with the Client's written instructions hereon.

5 Assistance regarding the Client's security of processing, data protection impact assessment and prior consultation

5.1 Renovotec shall assist the Client, so that it can fulfil its obligations in accordance with Articles 32- 36 in the GDPR, taking into account the nature of processing and the information available to Renovotec. This shall be done if the Client so requests and in accordance with the Client's written instructions hereon.

5.2 Furthermore, Renovotec shall take all measures to assist the Client if the Client's personal data is subject to unauthorised or unintentional access and without undue delay inform the Client hereof. The information to the Client shall:

- (a) describe the nature of the personal data breach including where possible, the categories and approximate number of data subjects concerned, and the categories and approximate number of personal data records concerned;
- (b) communicate the name and contact details of the data protection officer or other contact point where more information can be obtained;
- (c) describe the likely consequences of the personal data breach; and
- (d) describe the measures taken or proposed to be taken by the controller to address the personal data breach, including, where appropriate, measures to mitigate its possible adverse effects.

6 At the termination of the Data Processing Agreement

6.1 Renovotec shall, depending on the choice of the Client, delete or return all the personal data to the Client and delete all copies thereof, unless required by law to keep records of the data, at the termination of this Data Processing Agreement.

6.2 It shall be noted that culling and deletion of data can and should occur regularly, in accordance with the Client's instructions to Renovotec hereon.

7 Information and audit

7.1 Renovotec shall, upon being asked thereof in writing by the Client, make available to the Client all information necessary to demonstrate compliance with the obligations set out above in this Data Processing Agreement and shall allow for and contribute to audits, including inspections, conducted by the controller or another auditor mandated by the Client, provided reasonable advance prior written notice is given.

7.2 Should the Client desire to conduct an audit or an inspection, or engages a third party for the purpose thereof, a reasonable confidentiality agreement shall be entered into between Renovotec and said third party prior to the inspection or audit. The third party shall be well reputed, in accordance with Renovotec's reasonable judgement thereof. Furthermore, for the avoidance of doubt, the inspection or audit may never be more encompassing than compliance with this Data Processing Agreement and must never encompass or affect another customers information.

7.3 In the case that the Client gives Renovotec an instruction, that Renovotec believes violates Data Processing Law and affects Renovotec's obligations under this Data processing Agreement, Renovotec shall immediately notify the Client hereof. However, Renovotec shall never be liable for the Client's instructions.

8 Liability

8.1 Party's liability under this Data Processing Agreement follows from the Appendix 3.

8.2 For the avoidance of doubt, Renovotec shall never be liable for those costs, administrative fines, fees, damages or other liabilities that the Client suffers, due to the Client not observing Data Processing Law, if Renovotec has observed the Client's written instructions or if the Client has neglected to instruct Renovotec in writing.

9 Price and payment

Renovotec shall be entitled to remuneration, calculated in accordance with its hourly rates in accordance with the Agreement, for such measures the Client expressly desires Renovotec to perform according to sections 1.1, 2.2, 4, 5.1, and 7.1-2, as an Additional Service.

10 Agreement period

This Data Processing Agreement shall be valid as long as there is a valid Agreement between Renovotec and the Client. This Data Processing Agreement shall thus be terminated automatically at the same time as the Agreement is terminated.

11 Miscellaneous

11.1 This Data Processing Agreement shall be governed by the laws of the United Kingdom

11.2 If Data Protection Laws are changed during the validity of this Data Processing Agreement, or if a government authority issues guidelines, decisions or regulations with the effect that this Data Processing Agreement no longer fulfils the obligations of a data processor the Parties shall in good faith negotiate and insert any reasonable amendments that such new or adjusted demands may need.

Appendix 3.3A Subcontractors

Subcontractor	Description of Services	Location
Qmatic AB Ltd ("Qmatic") Reg. No. SE 556212-7497,	Qmatic provide certain hardware, software, software hosting, software development and 3 rd line support for Renovotec Client Customer Journey Management solutions	Sweden Hosting solutions in all major AWS territories -Default UK London And Eire Dublin for Renovotec Clients Development Centres Sweden, Holland and UK
AWS Amazon Web Services ("AWS")	AWS provides infrastructure, storage and servers plus a number of peripheral services such as monitoring, logging, firewalls etc	Hosting Solutions in several countries. Renovotec Default Deployments in UK and Eire
Infobip	Application-to-person messages such as SMS, email, and Whatsapp-messages. Will come into contact with phone numbers, email addresses and Whatsapp usernames in order to be able to deliver the messages.	London. UK

Appendix 4 Hardware Care Base and Hardware Care Plus

1 Definitions

In this Appendix, the following definitions are used.

"Case" means the reporting and logging of an Error by the Client to Renovotec

"Error" means any event which is not part of the standard operation of the Hardware and which causes, or may cause, an interruption or a reduction in, the quality or the usability of the Hardware, such as identification of a condition where the Hardware does not perform to its specifications, e.g. by an error in Hardware design, firmware or poor manufacture of the hardware or its components

"Service Levels" means the time within Renovotec shall respond to a Case, as set out in Section 6.

2 Renovotec's General Obligations

2.1 Renovotec will, from the Effective Date, provide the Services chosen by the Client, as set out in this Appendix and as specified in the Agreement.

2.2 Renovotec will provide the Services in a professional manner with personnel who are suitable, qualified and skilled for the purpose.

3 The Client's General Obligations

3.1 The Client is responsible for the following in order to obtain the Services agreed in this Agreement.

- a. Hardware versions deployed by Client must match Renovotec's suppliers list of supported versions.
- b. Renovotec may, in its reasonable opinion and supported by manufacturer information, designate certain hardware versions as obsolete or defective, and therefore exclude it from coverage under this Agreement.
- c. Where the Client has legacy hardware or where obsolescence of the deployed hardware has occurred within the term of the agreement, Renovotec may limit any support of the hardware to a "best endeavours" basis or may require the Client to purchase replacement hardware before offering continued support
- d. Where the client has Hardware Care Plus, Renovotec does not guarantee to replace hardware from the same manufacturer in the event of an error.
- e. Power surge protection must be provided for all covered computers and devices.
- f. The Client shall assign one employee to be Renovotec's contact person, in order to make communications between both Parties effective
- g. The Client shall, upon request from Renovotec, grant Renovotec remote access to the Hardware at no cost to Renovotec
- h. Renovotec shall be entitled to refuse out of service hours visits or to charge a surplus for such visits at their own discretion

4 Services included

4.1 This Agreement includes the Services below.

Service	Included in Hardware Base Care as follows	Included in Hardware Plus Cover as follows
Access to Firmware updates	Included	Included
Access to Firmware upgrades	Included	Included
General Support by telephone/email	Included -unlimited	Included -unlimited
On site investigation, repair, re-installation	Included -repair on site or remote. Maximum £250 of parts	Included
Replacement of Hardware within warranty where required	Included	Included
Replacement of Hardware outside of warranty Period	Not Included	Included

5 Hardware and Premises Included

This Agreement includes Service on the Hardware and Software at Client's premises, as registered by Renovotec.

6 Severity Definition for Cases

Severity Level	Characteristiccs
1. Critical Plus Only	Hardware item fails to function or if its functionality is affected in such a way that the item(s) is no longer usable or crucial processes cannot be executed (eg ticket printing) Characteristics: • Hardware not available /unresponsive • Unable to use check in functionality issue physical tickets (ticket printing) Announce arrivals/customer calls • All ancillary hardware uinoperative because of failure of component (eg hub failure) • System hangs indefinitely, causing unacceptable or indefinite delays for resources or response. • Machine constantly crashes • Workaround for issue(s) not available eg no reception staff or alternate way finding available without significant inconvenience
2. Urgent	Any individual element of the Hardware or component or infrastructure component failing. There is a partial workaround but the ability to maintain crucial processes is severely degraded. Characteristics: • Full or Partial Hardware failure i.e. a severe fault or disturbance affecting an area of functionality,. Basic local operations are able to continue with moderate invconvenience • Severely downgraded performance due to failures a component or firmware, for example, prolonged response times, poor performance in terms of reaction eg delayed/hanging ticket delivery or media rendering delivery time. • Case encountered with localised or isolated impact
3. Important	Intermittent Cases encountered with minimal impact to Hardware operations.. There is a partial workaround and hardware function/quality of performance is is slightly degraded. Characteristics: • End users are experiencing a technical problem with Hardware .eg delayed start up/poor resolution of tickets/screens, distorted voice or media rendering.. • Multiple attempts are required to use or access Hardware and Software services.
4. Low	Consultation on optimisation, Configuration Changes and request for non essential firmware updates • Minor Configuration Change request requiring less than 2 hours remote support • Remote Training of 2 hours or less • Enhancement requests or application of firmware updates achievable remotely

7 Service Levels and Resolution Targets

7.1 The following table describes the target resolution times ascribed to cases raised with Renovotec Hardware Care Base and Hardware Care Plus

Priority 1	Response Time Off-Site support (Off-site Service Hours)	Target Net resolution time (off site Service Hours)	On Site investigation and repair (where required/ possible)	On Site Replacement where required HARDWARE CARE PLUS ONLY	Notes
1 (Critical)	2 Service Hours	8 Service Hours	16 Service Hours	40 Service Hours	P1 Can only allocated to Care Plus
2 (Urgent)	2 Service Hours	16 Service Hours	32 Service hours	56 Service Hours	
3 (Important)	2 Service Hours	24 Service Hours	40 Service Hours	80 Service Hours	
4 (Low)	2 Service Hours	80 Service Hours (10 Days)	NA	NA	

The following shall apply to the application of Response Times.

- Response time = time until Renovotec assigns an owner of the Case and starts working on the Case.
- If the total resolution time is increased as a result of any delays caused by the Client then the Target Net Resolution Time will be extended by the amount of the delay.
- The Response Times and Target Net Resolution Times will be calculated by reference to the number of Service Hours which elapsed from when Renovotec is first notified of a Case.
- Cases shall be raised according to the process advised by Renovotec. The process may develop over time and the Client shall be informed of any such changes.
- The Language used in contacts between Renovotec and Client is English.

7.2 Service Hours for calculation of Response and Target Net Resolution Times shall only be calculated between Renovotec's standard service hours of Monday to Friday 0900 to 1700

8 Service Credits

8.1 Renovotec shall recompense the Client with one service credit for each day or part thereof where Renovotec Limited have failed to achieve the Service Levels as laid out in clause 7..

8.2 The Service credit shall be calculated as:

- One service credit for every day where the Service Level has been breached.
- Service credits will start to be calculated from the first day after the Service Level has been breached and cease on the day on which the incident has been closed.
- Service Credits shall be credited to the client in the form of a credit against future invoices from Renovotec
- Where the Client gives notice of termination of the Agreement, the Service Credits will be applied as additional Service days to run concurrently at the expiry of the Agreement

8.3 Limit of Service Credits:

- Where multiple breaches of the Service Levels have occurred relating to the same event, service credits will be awarded for each new breach
- The maximum number of Service Credits available under this Agreement in respect of each year of this Agreement shall be 30% of the total fees payable for that year or a maximum of 122 complementary Service days on expiry of the Agreement
- Under no circumstances shall fees paid under the Agreement be repaid to the client under this clause.

8.4 Claiming Service Credits:

- Where Renovotec Limited believe that Service Credits are due to the Client, Renovotec Limited will issue notification to the Client no later than 60 days before the next payment falls due under this Agreement.
- Where the Client believes that Service Credits should be offered, the Client should email no later than 30 days before such payment falls due. The correspondence should clearly state the Renovotec support reference number for each event being claimed along with an explanation as to why the Client believes such a claim is valid.

8.5 In the case of dispute, the Client should write to The Customer Services Manager, Renovotec Limited, Whitwood Lodge, Whitwood Lane, Wakefield, West Yorkshire, WF10 or email support@renovotec.com.

9 Exclusions to Cover

The Client acknowledges and agrees that Services required due to failures and/or cases caused by any of the following circumstances are not considered normal maintenance or support and are not covered under the Services of this Agreement

- Services made necessary due to accidents, damage from fire originating outside of equipment, water, wind, earthquakes, lightning, terrorism, transporting equipment, vandalism, burglary, or similar circumstances.
- Services made necessary by the relocation, alteration or modification of the Hardware or Software which has not been authorised by Renovotec Limited.

- c. Services made necessary by utilising non-authorised supplies (e.g. tickets).
- d. Services caused by neglect, malicious activity, improper use or operator error including, without limitation, use of the Hardware and Software for purposes other than which it was designed, by the Client, its employees or third-party contractors.
- e. Services required due to electrical damage caused by electrical wiring at system location or resulting from electrical surges, sags, or spikes.
- f. Services made necessary by bugs released by other software vendors, e.g. adverse effects from installing updates or service packs.
- g. Errors caused by integration of Software with third party products, unless such integration was authorised by Renovotec Limited.
- h. Errors caused by external conditions outside Renovotec Limited's reasonable control.
- i. Services made necessary due to the Client's failure to implement recommendations or solutions notified by Renovotec Limited.
- j. Services required due to failure by the Client to maintain the necessary environmental conditions for use of the Hardware or Software.
- k. Services required as a result of any breach by the Client of its obligations under this Agreement.

10 Force Majeure

Neither Party shall be liable for a failure to perform any of its obligations under this Agreement due to any circumstance beyond its or its subcontractors' reasonable control, which impedes or delays any of the Services to be performed hereunder or the payment thereof, including, but not limited to, the failure by any third party to perform its obligations, labour disputes, forces of nature, fire, war, general mobilisation or unforeseen military mobilisations, requisition, seizure, acts or decisions of governments or authorities to a similar extent, requisition, insurrection and civil commotion, general shortage of materials, restrictions in the use of power and interruption in the supply of power.

11 Liability

- 11.1 Except as expressly stated in clause 11(.2) Renovotec Limited shall not in any circumstances have any liability for any Losses which may be suffered by the Client (or any person claiming under or through the Client), whether the same are suffered directly or indirectly or are immediate or consequential, and whether the same arise in contract, tort (including negligence) or otherwise howsoever, which fall within any of the following categories:
 - a. loss of profits;
 - b. loss of anticipated savings;
 - c. loss of business opportunity;
 - d. loss of or goodwill;
 - e. loss of, or damage to (including corruption of), data;
- 11.2 The total liability of the Parties whether in contract, tort (including negligence) or otherwise and whether in connection with this agreement or any collateral contract, shall in no circumstances exceed the total sum of the yearly fees payable under the Agreement
- 11.3 The exclusions and limitations in clause 11.1 and 11.2 shall apply to the fullest extent permissible at law but Renovotec does not exclude liability for:
 - a. death or personal injury caused by the negligence of Renovotec Limited, its officers, employees, contractors or agents
 - b. fraud or fraudulent misrepresentation; or
 - c. any other liability which cannot be excluded by law.