CLIXIFIX TERMS AND CONDITIONS

1. GENERAL

1.1. These Terms, together with the 'Proposal and the Order Confirmation Document' ("Proposal") (which shall include all details of the commercial offering), shall constitute the contract between you (the party named in the Proposal) and us ("Contract") in accordance with clauses 1 and 3.2 below. We license use of the clixifix platform as available via the Website ("Platform"), Website (defined below), application and its software (any or all of which, "Digital Media") to you on the basis of these Terms. We do not sell or assign the Digital Media to you and we remain the owners of the Digital Media at all times.

1.2. Please read these Terms carefully before you start to use the Digital Media. By clicking on the "Submit Order" button within the Proposal and/or by using the Digital Media, you indicate that you accept these Terms and the Terms of Use, and that you agree to be bound and abide by them. If you do not agree to these Terms, please refrain from using the Digital Media. You may not be able to receive the services accessible through the Digital Media ("Services") if you do not accept the Terms. You should print copies of the Terms, Terms of Use and privacy policy for future reference.

1.3. To the extent of any conflict between these Terms and the Proposal, the Proposal shall take precedence.

2. OPERATING SYSTEM REQUIREMENTS

2.1. The Platform is a web-based system which is cross-browser capable. The minimum technical specification requirements are published on the clixifix website www.clixifix.co.uk ("Website").

2.2. The Digital Media is operated by SmartCraft Software UK Limited ("we"/"clixifix"). We are registered in England and Wales under company number 08039614 and have our registered office at The Evolve Building, Cygnet Way, Rainton Bridge South Business Park, Houghton-le-Spring, Tyne and Wear, DH4 5QY. Our VAT number is 167 4204 11.

2.3. These Terms are an agreement between you and SmartCraft Software UK Limited. The Terms are equally applicable to you and those customers permitted or authorised by you from time to time to use and access the Services ("Your Customers"), and any reference to "you" shall be construed to include you and Your Customers where applicable.

2.4. These Terms apply to the Digital Media or Services, including any updates or supplements to the Digital Media or any Service, unless they come with separate terms, in which case those terms apply to the extent of any conflict.

2.5 We may change these Terms at any time by sending you an email with details of the change or notifying you of the change when you next use the Digital Media. The new terms may be displayed on-screen and you may be required to read and accept them to continue your use of the Digital Media and Services.

2.6. The terms of our privacy policy from time to time, available at www.clixifix.com/privacy ("Privacy Policy") are incorporated into these Terms by reference and apply to the Digital Media and the Services. We shall have in place appropriate security measures in line with good industry practice to maintain the privacy and security of transmissions to and from the Digital Media but nevertheless you acknowledge that use of online communications comes with an inherent risk. We will use reasonable endeavours to ensure that any message or information you send using the Digital Media or any Service is not read or intercepted by others. You shall obtain from Your Customers any consent required in order for us to use any data supplied by Your Customers in order for us to provide any Service to you. You may choose to do this by including a privacy statement on your site which provides an opportunity for Your Customers to provide appropriate consents.

2.7. The Digital Media or any Service may contain links to other independent third-party websites ("Third-party Sites"). Third-party Sites are not under our control, and we are not responsible for and do not endorse their content or their privacy policies (if any). You will need to make your own independent judgement regarding your interaction with any Third-party Sites, including the purchase and use of any products or services accessible through them.

3. ORDER CONFIRMATION

3.1. We will acknowledge receipt of your order by email; if you have not received prompt email acknowledgement please resubmit your order. We will email confirmation of our acceptance of your order ("Email Confirmation") and the agreement for supply of Services by clixifix to you shall not be complete until such Email Confirmation has been sent by clixifix. Even after the Email Confirmation has been sent, we reserve the right to cancel any order on written notice and re-issue a Proposal where the original Proposal contains an error.

3.2. The Email Confirmation shall specify the Services to be supplied and confirm the pricing arrangement. The Email Confirmation is an acknowledgement of our acceptance of your order and of your acceptance of our Terms. The Email Confirmation does not introduce any additional terms which have not already been agreed between the parties.

3.3. The Email Confirmation:

3.3.1. will set out the commencement date from which you will be able to access and use the Digital Media and Services (subject to our having received payment in full of amounts due); and

3.3.2. shall constitute grant of a non-exclusive, non-transferable licence for you to use and access the Digital Media and to permit Your Customers to use and access the Services for the duration of the Contract. Save in respect of Your Customers, this licence is not sub-licensable.
3.4. Subject to the provisions of these Terms, we shall use commercially reasonable endeavours to make the Digital Media and Services available 24 hours a day, seven days a week, except for:

3.4.1. planned maintenance carried out during the maintenance window of 8:00pm to 6:00am (UK time); and

3.4.2. unscheduled emergency maintenance.

3.5. Access to certain areas, contacts, features and functionalities of the Digital Media is restricted to access on a specific subscription basis ("Restricted Content"), where you order and subscribe for nominated users to receive access to all or some areas of the Digital Media and/or those persons including Your Customers who we otherwise permit to use the restricted areas of the Digital Media ("Permitted Users").

3.6. You are responsible for making all arrangements necessary for you to have access to the Digital Media (including obtaining and maintaining all telephone lines, computer hardware and other equipment needed to access the Digital Media) and you shall bear the costs associated with the same. You shall ensure that all persons who access the Digital Media through your internet connection are aware of these Terms, and that they comply with them.

3.7. You shall:

3.7.1. provide us with all necessary co-operation and information as may be reasonably required by us from time to time in order for us to provide the Services;

3.7.2. ensure that Your Customers use the Services in accordance with these Terms and be liable to us for any breach by Your Customers of the provisions of these Terms;

3.7.3. ensure that your network and systems enabling use of the Services comply with any relevant specifications provided by us from time to time;

3.7.4. be solely responsible for procuring and maintaining any required network connection to the Services and for all problems, conditions, delays, delivery failures and all other loss or damage arising from or relating to any required network connections or telecommunications links to the Services or caused by the internet; and

3.7.5. take proper, regular and full back-ups of the data submitted to us to ensure that adequate recovery of such data can be achieved if required.

3.8. Each party shall comply with all applicable laws, statutes and regulations from time to time in force ("Applicable Laws") with respect to its activities under these Terms.

3.9. We shall complete regular back-ups of all data stored on our Digital Media and Services but you remain liable to secure your own data in accordance with clause 3.7.5.

4. PAYMENT OF FEES

4.1. The subscription fee and any other prices for use of the Digital Media and Services shall be as stated in the Proposal (subject to change pursuant to clause 4.5) or as otherwise agreed in writing (the "Price"). The Price excludes VAT unless otherwise indicated. Unless stated to the contrary the Price shall be a monthly price.

4.2. You must pay the Price for the initial subscription term stated in the Proposal ("Initial Subscription Term") prior to our making any Services available to you. You must pay the price due for any Renewal Period (as defined at clause 9.1) in advance of such Renewal Period taking effect or we reserve the right to withhold Services until payment is received in full. Payment of any amounts due must be made in GBP and may be made by direct debit, credit card or bank transfer to the account we notify to you.

4.3. If we have not received payment of the Price by the due date for whatever reason, then without affecting any other rights and remedies we may have we may, without liability to you, disable your access to all or part of the Digital Media or Services and we shall be under no obligation to provide any or all of the Digital Media or Services while the Price (or part) concerned remains unpaid.

4.4. If you fail to make a payment which is due under these Terms by the due date, we reserve the right to claim interest on the overdue sum from the due date until payment of the overdue sum at a rate of 4% a year above the Bank of England's base rate from time to time.

4.5. Before the end of the Initial Subscription Term or Renewal Period, as applicable, clixifix shall provide you with a pricing proposal in respect of the upcoming Renewal Period:

(a) If your Initial Subscription Term or current Renewal Period is annual, clixifix will provide the pricing proposal at least 45 days before the end of the Initial Subscription Term or current Renewal Period.

(b) If your Initial Subscription Term or current Renewal Period is monthly, clixifix will provide the pricing proposal at least 21 days before the end of the Initial Subscription Term or current Renewal Period.

Pricing proposals will also set out the cost for any additional features not provided as part of our basic package. The parties will seek to agree the prices for the following Renewal Period no later than 14 days prior to the expiry of the Initial Subscription Term or current Renewal Period. Where prices cannot be agreed for the following Renewal Period, either party can terminate the Contract by notifying the other party in writing at least 7 days before the end of the Initial Subscription Term or current Renewal Period, in accordance with clause 9.1.1.

4.6. Notwithstanding anything to the contrary in these Terms, any renewal will be subject to updated pricing based on anticipated subscription volume for the relevant Renewal Period.

4.7. Where your usage of the Digital Media and Services has exceeded any maximum permitted volume or usage set out in the Proposal, we reserve the right to charge additional fees in respect of such excess usage calculated with reference to the pricing currently applicable. We will invoice in respect of any such fees monthly in arrears and payment shall be due within 30 days of date of invoice. We may add such fees to any invoices we raise in connection with the Contract rather than invoicing separately. If you pay the Price by direct debit or credit card, we reserve the right to collect these additional fees via the same method.

4.8. You agree that processing of your payment transactions may be subcontracted by us to an appropriate payment processor from time to time. Where you provide information directly

to any such processor, please be aware they act as a data controller in their own right and you should ensure you are comfortable with their privacy policy.

5. INTELLECTUAL PROPERTY RIGHTS

5.1. You acknowledge and agree that:

5.1.1. except as expressly stated in this Contract, all intellectual property rights in the Digital Media, the Services, including any updates or supplements to the Digital Media or any Service and in the material published on the Platform anywhere in the world, belong to us or our licensors. Those works are protected by copyright laws and treaties around the world. All such rights are reserved;

5.1.2. the rights in and access to the Digital Media and in any material published on it, and the Services, including any updates or supplements to the Digital Media or any Service, are licensed (not sold) to you; and

5.1.3. except as expressly stated herein, this Contract does not grant you any right to, under or in, any patents, copyright, database right, trade secrets, trade names, trade marks (whether registered or unregistered), or any other rights or licences in respect of the Services, including any updates or supplements to the Digital Media or any Service, the Digital Media or in any material published on the Platform.

5.2. “CLIXIFIX” and its corresponding logo(s) are trade marks of clixifix and all goodwill and reputation relating thereto is owned solely by clixifix. Unless otherwise expressly stated in this Contract, you are not permitted to use them without our written approval.

5.3. You acknowledge that you have no right to have access to the Digital Media, including any updates or supplements to the Digital Media or any Service, in source-code form.

5.4. We confirm that we have all the rights in relation to the Services, including any updates or supplements to the Digital Media or any Service, Digital Media and all of the material published on the Platform that are necessary to grant all the rights we purport to grant under, and in accordance with, the terms of this Contract.

5.5. You may print off copies, and may download extracts, of any page(s) from our Website for your personal reference and you may draw the attention of others within your organisation to material posted on our Website. Our status (and that of any identified contributors) as the authors of material on the Website must always be acknowledged.

5.6. You must not:

5.6.1. modify the paper or digital copies of any materials you have printed off or downloaded in any way, and you must not use any illustrations, photographs, video or audio sequences or any graphics separately from any accompanying text; or

5.6.2. use any part of the materials on the Website for commercial purposes without obtaining a licence to do so from us or our licensors.

5.7. If you print off, copy, use, share or download any part of the Digital Media, including any updates or supplements to the Digital Media, in breach of these Terms, your right to use the Digital Media, including any updates or supplements to the Digital Media, will cease immediately and you must, at our option, return, delete or destroy any copies of the content (including any Restricted Content) you have made and on request certify to us that you have complied with this clause.

6. PROFESSIONAL SERVICES

6.1. clixifix offers additional professional services ("Additional Services") including but not limited to:

6.1.1. data preparation and entry;

6.1.2. onsite training and software user support;

6.1.3. consultancy in customer care in the construction sector; and

6.1.4. bespoke development of additional software functionality.

6.2. Where you require Additional Services, we will provide a written proposal in accordance with the template Scope of Work enclosed at Schedule 2, which details scope, daily rate and any anticipated expenses for the provision of such Additional Services, which the parties shall negotiate in good faith.

6.3. Where a Scope of Work is entered into by the parties, the term "Services" in these Terms shall be deemed to include the Additional Services. All defined terms referred to within this clause 6 shall have the meaning described within the applicable Scope of Work. These Terms shall apply to any Additional Services. To the extent of any conflict created by the Scope of Work, the Scope of Work shall prevail, followed by the Proposal, followed by these Terms. In addition, the following terms and conditions shall apply to the provision of the Additional Services: (a) we shall provide the Additional Services in accordance with the agreed Scope of Work in all material respects including, if applicable, any service levels set out therein.

(b) we shall ensure that the Additional Services, and any Deliverables, conform in all material respects with the agreed Scope of Work and shall be fit for the purpose expressly stated in the Scope of Work, where applicable.

(c) we shall ensure that any Deliverables provided as part of the Additional Services do not infringe the intellectual property rights of any third party, are of satisfactory quality and are free from material defects in workmanship, installation and/or design.

(d) we shall use reasonable endeavours to perform the Additional Services in accordance with the Timetable and any Milestone Dates set out in the Scope of Work.

(e) we shall use reasonable endeavours to ensure that all personnel involved in the provision of the Additional Services have suitable skills and experience to enable them to perform the

tasks assigned to them, and that such personnel are in sufficient number to enable us to fulfil our obligations under the Scope of Work.

(f) where applicable, the Scope of Work shall include Acceptance Criteria setting out the detail of acceptance testing and the criteria, relevant to the Additional Services and/or any Deliverables to be supplied under that Scope of Work, to be satisfied to demonstrate that acceptance testing has been successfully completed. If the Additional Services and/or Deliverables do not comply in all material respects with the agreed Scope of Work, we shall use reasonable endeavours to promptly amend, at no cost to you, such Additional Services and/or Deliverables so as to meet the requirements of the Scope of Work. you shall not be deemed to have accepted performance of any of the Additional Services until you have had a reasonable opportunity to inspect the Additional Services following delivery and/or completion of performance.

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6.4. Unless otherwise stated within the relevant Scope of Work, any Price due in respect of Additional Services shall be invoiced monthly in arrears and payment shall be due within 30 days of date of invoice.

6.5. Notwithstanding the provisions of clause 4.7, we reserve the right to raise additional charges in connection with any Scope of Work should you require further services to those agreed, and also if any agreed assumptions prove to be incorrect.

6.6. If you wish to cancel any Additional Services we reserve the right to invoice you in respect of costs incurred to the date of cancellation.

6.7. Unless expressly stated otherwise in a Scope of Work, the intellectual property rights in any materials developed by us, including in the Deliverables (other than intellectual property rights in any materials provided by you) are, and shall remain, our property (or, where applicable, the property of the third party licensor from whom we derive the right to use them) and we reserve the right to grant a licence to use any materials developed by us, including the Deliverables (excluding materials provided by you) to any other party or parties.

6.8. We grant to you, or shall procure the direct grant to you of, a fully paid-up, worldwide, non-exclusive, royalty-free, perpetual and irrevocable licence to copy the Deliverables (excluding materials provided by you) for the purpose of receiving and using the Additional Services and the Deliverables in your business.

6.9. You shall not sub-license, assign or otherwise transfer the rights granted by clause 6.8 without our prior consent.

6.10. You and your licensors shall retain ownership of all intellectual property rights in the materials provided by you.

6.11. You grant to us a fully paid-up, non-exclusive, royalty-free non-transferable licence to copy and modify any materials provided by you to us for the duration of the Contract for the purpose of providing the the Additional Services to you.

6.12. You shall, and shall use all reasonable endeavours to procure that any necessary third party shall, promptly execute and deliver such documents and perform such acts as may reasonably be required to perfect our right, title and interest in and to the intellectual property rights in our materials, including in the Deliverables (excluding materials provided by you).

7. CONFIDENTIALITY

7.1. Both parties agree to keep confidential all information concerning the business, affairs, intellectual property, customers and suppliers of the other party that it has received or obtained or may receive or obtain from the other party ("Confidential Information") in relation to any matters contemplated under this Contract. The receiving party shall only use Confidential Information for the purposes of implementing the arrangements contemplated in this Contract and shall not disclose Confidential Information to any third party. As soon as reasonably practicable on the termination of this Contract, each party shall either destroy or return, at the option of the other party, all Confidential Information provided to it by the other party.

7.2. This clause 7 does not apply to information which: (a) has come into the public domain other than by breach of this clause or any other duty of confidence; (b) is obtained from a third party having a lawful right to disclose such information; (c) at the time of disclosure was already known by the receiving party without breach of this clause or any other duty of confidentiality; or (d) is independently developed or acquired by the receiving party.

7.3. The receiving party shall be permitted to disclose Confidential Information:

(a) to its employees, officers, professional advisors and group companies where necessary to fulfil its obligations under this Contract, provided that such persons are bound by similar confidentiality provisions as set out in this clause 7 and the receiving party shall be responsible for breach by such persons as if such breach were a breach by the receiving party; and (b) where required to do so by court or other governmental or regulatory order, provided where possible that the receiving party gives the disclosing party reasonable notice prior to such disclosure in order to give the disclosing party a reasonable opportunity to seek a protective order or equivalent, wherever legally possible.

8. WARRANTY AND INDEMNITY

8.1. You warrant that:

8.1.1. you or Your Customers are the legal owner of any contribution to the Digital Media and any intellectual property rights in any contribution supplied by you; and

8.1.2. all contributions supplied by you or Your Customers will comply with the contribution standards set out in our Terms of Use.

8.2. You indemnify us and shall keep us fully and effectively indemnified against any claims, actions, proceedings, loss, damage, liability, cost or expense (including, without limitation,

reasonable professional fees and expenses) arising out of or in connection with (i) breach of your obligations, warranties and/or undertakings in these Terms; (ii) your or Your Customers' use of and access to the Digital Media or Services; (iii) your violation of any third party right, including without limitation any copyright, property or privacy right; or (iv) any claim that one of your Submissions caused damage to a third party. This indemnification obligation will survive these Terms and your use of the Services.

8.3. We shall indemnify you and keep you fully and effectively indemnified against any amounts awarded against you in judgment or settlement of any claim that your use of the Services, including any updates or supplements to the Digital Media or any Service, Digital Media or any of the material published on the Platform, in accordance with this Contract, infringes any patent effective as of the date of this Contract, copyright, trade mark, database right or right of confidentiality, provided that:

8.3.1. we are given prompt notice of any such claim;

8.3.2. you do not make any admission, or otherwise attempt to compromise or settle the claim and provide reasonable co-operation to us in the defence and settlement of such claim, at our expense; and

8.3.3. we are given sole authority to defend or settle the claim.

8.4. In the defence or settlement of any claim, we may procure the right for you to continue using the Services, including any updates or supplements to the Digital Media or any Service, Digital Media or any of the material published on the Platform, replace or modify the Services, including any updates or supplements to the Digital Media or any Service, Digital Media or any of the material published on the Platform so that they become non-infringing or, if such remedies are not reasonably available, terminate this Contract on 2 days' notice to you without any additional liability or obligation to pay liquidated damages or other additional costs.

8.5. In no event shall we, our employees, officers, agents and sub-contractors be liable to you to the extent that any alleged infringement is based on:

8.5.1. a modification of the Services, including any updates or supplements to the Digital Media or any Service, Digital Media or any of the material published on the Platform by anyone other than us; or

8.5.2. your use of the Services, including any updates or supplements to the Digital Media or any Service, Digital Media or any of the material published on the Platform in a manner contrary to the instructions given to you by us; or

8.5.3. your use of the Services, including any updates or supplements to the Digital Media or any Service, Digital Media or any of the material published on the Platform after notice of the alleged or actual infringement from us or any appropriate authority.

8.6. The foregoing states your exclusive remedy, and our (including our employees', officers', agents' and sub-contractors') entire obligations and liability, in relation to alleged infringement of any patent, copyright, trade mark, database right or right of confidentiality.

9. TERM AND TERMINATION

9.1. Our Contract with you shall commence on the date on which we first allow you to access the relevant Services and at the end of the Initial Subscription Term, shall automatically renew for successive periods equal to either (i) the Initial Subscription Term, or (ii) one year, whichever is shorter (each a "Renewal Period"), unless:

9.1.1. either of us notifies the other in writing of termination at least 7 days before the end of the Initial Subscription Term or any Renewal Period, in which case the Contract shall terminate upon the expiry of the Initial Subscription Term or current Renewal Period, as applicable; or

9.1.2. otherwise terminated in accordance with these Terms.

9.2. Either you or we may terminate this Contract immediately on written notice to the other if:

9.2.1. the other commits a material breach of any of these Terms and (if such breach is remediable) fails to remedy that breach within a period of 7 days after being notified in writing to do so; 9.2.2. the other suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due or admits inability to pay its debts or is deemed unable to pay its debts;

9.2.3. either you, we or Your Customers do anything which, in either party's reasonable opinion, would bring its name into disrepute or damage its brand, and/or breach the Terms of Use.

9.3. We may also terminate the Contract immediately on written notice to you if you fail to pay any sum due to us on its due date.

9.4. On termination of the Contract for any reason:

9.4.1. all rights and licences granted to you under these Terms shall immediately cease and terminate;

9.4.2. you must immediately cease all activities authorised by these Terms, including your use of any Digital Media or Services.

9.4.3. subject to clause 11.5.6, we may destroy or otherwise dispose of any of your data in our possession unless we receive, with your notice to terminate or within 5 days of our notice to terminate, a written request for the delivery to you of the then most recent back-up of the your data. We shall deliver any back-up to you within 45 days of receipt of such a written request;

9.4.4. we reserve the right to invoice immediately in respect of any element of the Price due but not yet invoiced;

9.4.5. no refund will be due to you in respect of the Price (or any part) already paid, unless the Contract is terminated pursuant to clause 8.4, your termination pursuant to clause 9.2.1, clause 11.8, clause 11.9, clause 12.4 or clause 13.3, in which case we shall pay to you a pro-rata refund which equates to the proportion of the Price relating to the remainder of the Initial Subscription Term or current Renewal Period;

9.4.6. the accrued rights of the parties as at termination, or the continuation after termination of any provision expressly stated to survive or implicitly surviving termination, shall not be affected;

10. SECURITY AND ERRORS

10.1. We warrant that we will use commercially reasonable endeavours to maintain the security of the Digital Media and to ensure that the Digital Media is uninterrupted, error free and up to date and free from breaches in security. 10.2. By accessing and using the Digital Media, you confirm that all necessary firewall, antivirus, data backup and other security software is installed and operational on the device(s) from which you access the Digital Media and is up to date.

11. CUSTOMER DATA AND DATA PROTECTION

11.1. “Data Protection Legislation” means UK Data Protection Laws and, to the extent applicable, European Data Protection Laws and the data protection or privacy laws of any other country. "Personal Data", "process", "processor", "controller", "personal data breach" and "data subject" shall have the meanings given to them in the Data Protection Legislation;

"European Data Protection Laws" means the EU General Data Protection Regulation 2016/679 of the European Parliament and of the Council ("GDPR"); and laws implementing or supplementing the GDPR;

"Supervisory Authority" means (a) an independent public authority which is established by a member state of the European Union pursuant to Article 51 GDPR; and (b) any similar regulatory authority responsible for the enforcement of Data Protection Laws, including the Information Commissioner’s Office in the United Kingdom (“ICO”); and

"UK Data Protection Laws" means the GDPR as transposed into United Kingdom national law by operation of section 3 of the European Union (Withdrawal) Act 2018 ("UK GDPR"), together with the Data Protection Act 2018 and other data protection or privacy legislation in force from time to time in the United Kingdom.

11.2. Both parties will comply with all applicable requirements of the Data Protection Legislation. This clause 11 is in addition to, and does not relieve, remove or replace, a party's obligations or rights under the Data Protection Legislation.

11.3. The parties acknowledge that for the purposes of the Data Protection Legislation, you are the controller and we are the processor in connection with the Personal Data we process in the delivery of the Services. Schedule 1 sets out the scope, nature and purpose of processing by us, the duration of the processing and the types of Personal Data and categories of data subject. Where we act as a processor, we will comply with the provisions of clauses 11.5, 11.6, 11.7 and 11.8.

11.4. Without prejudice to the generality of clause 11.1, you will ensure that you have all necessary appropriate consents (where required by the Data Protection Legislation) and notices in place to enable lawful transfer of the Personal Data to us for the duration and purposes of this Contract.

11.5. Without prejudice to the generality of clause 11.2, we shall, in relation to any personal data processed in connection with the performance by us of our obligations under this Contract: 11.5.1. process that Personal Data only on your documented written instructions unless we are required by Data Protection Legislation to otherwise process that personal data. Where we are relying on Data Protection Legislation as the basis for processing Personal Data, we shall promptly notify you of this before performing the processing required by those laws unless those laws prohibit us from so notifying you;

11.5.2. ensure that we have in place appropriate technical and organisational measures to protect against unauthorised or unlawful processing of personal data and against accidental loss or destruction of, or damage to, Personal Data, appropriate to the harm that might result from the unauthorised or unlawful processing or accidental loss, destruction or damage and the nature of the data to be protected, having regard to the state of the art and the cost of implementing any measures (those measures may include, where appropriate, pseudonymising and encrypting personal data, ensuring confidentiality, integrity, availability and resilience of its systems and services, ensuring that availability of and access to personal data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of the technical and organisational measures adopted by it);

11.5.3. ensure that all personnel who have access to and/or process Personal Data are obliged to keep the Personal Data confidential;

11.5.4. notify you within 5 days of receipt of any request from a data subject and provide reasonable assistance to you in responding to any such request from a data subject, and provide reasonable assistance to you in ensuring compliance with your obligations under the Data Protection Legislation with respect to security, breach notifications, impact assessments and consultations with Supervisory Authorities or regulators;

11.5.5. notify you without undue delay on becoming aware of a Personal Data breach and provide you with such information and assistance in relation of the Personal Data breach as reasonably requested to allow you to satisfy any applicable notification requirements under the Data Protection Legislation, and take all reasonably commercial steps to investigate, mitigate and remediate such Personal Data breach and prevent it reoccurring;

11.5.6. at your written direction, delete or return personal data and copies thereof to you on termination of the Contract unless required by Data Protection Legislation to store the Personal Data;

11.5.7. maintain records and information to demonstrate our compliance with this clause 11 (and provide copies of the same to you following your reasonable written request) and immediately inform you if, in our opinion, an instruction infringes the Data Protection Legislation; and 11.5.8. make available to you on request all information necessary to demonstrate compliance with this Contract and with Article 28 of the GDPR (and equivalent provisions in the Data Protection Legislation) and shall allow for and contribute to audits, including inspections, by you or an auditor mandated by you at reasonable times and on reasonable notice.

11.6. Customer (as "data exporter") and Clixifix (as "data importer") with effect from the commencement of the relevant transfer hereby enter into the Standard Contractual Clauses (for Controller to Processor) as approved by the European Commission or the ICO ("Controller to Processor SCCs") in respect of any transfer from Customer to Clixifix located outside the United Kingdom (or onward transfer) where such transfer would otherwise be prohibited by Data Protection Legislation (or by the terms of data transfer agreements put in place to address Data Protection Legislation). Appendix 1 to the Controller to Processor SCCs shall be deemed to be prepopulated with the relevant sections of Schedule 1 and the processing operations are deemed to be those described in this Contract. If, and to the extent that, the European Commission or the ICO issues any amendment to, or replacement of, the Controller to Processor SCCs pursuant to Article 46(5) GDPR or Article 46 of the UK GDPR, the parties shall promptly (at no additional cost) take such additional steps as necessary to ensure that such replacement terms are implemented across all transfers. Clixifix shall further take all steps necessary to ensure that additional safeguards (including but not limited to specific technical and organisational measures) are implemented to ensure any transfer of Personal Data is conducted with the benefit of such additional safeguards in compliance with Data Protection Legislation.

Where required, we shall procure that our third-party processors based outside the EEA enter into relevant standard contractual clauses with clixifix (or, if you require, directly with you) for any transfers of Personal Data to such third party processors.

11.7. We shall not disclose Personal Data to any law enforcement or similar government entity unless required by law and subject to the following process. If law enforcement contacts clixifix with a demand for Personal Data, clixifix will first verify whether: (a) the third party has authority and jurisdiction to compel disclosure of the requested information; and (b) the request is targeted at specific individual accounts or users associated with clixifix's service. clixifix will reject the request where it does not consider (having sought legal advice) it is obliged by law to respond. Where it is considered lawful, clixifix will then attempt to redirect the law enforcement agency to request that data directly from you. If, despite the efforts to re-direct, clixifix is compelled to disclose Personal Data to a law enforcement agency, then we will promptly notify you unless we are legally prohibited from doing so.

11.8. You consent to us appointing third parties (Amazon Web Services / Salesforce & Heroku) as third party processors of Personal Data under these Terms, subject to us (a) entering into

with the third party processor a written agreement incorporating terms which offer no less protection to Personal Data than those set out in this clause 11 and in either case which we confirm reflect and will continue to reflect the requirements of the Data Protection Legislation; (b) providing you with full details of the processing to be undertaken by that processor; and (c) ensuring that the third party processor will not process personal data beyond the scope of processing description set out in Schedule 1. As between you and us, we shall remain fully liable for all acts or omissions of any third party processor appointed by us pursuant to this clause 11. In the event of any proposed addition to or replacement of our third party data processors, we will provide you with reasonable prior notice of any such addition and/or replacement to allow you an opportunity to object to the proposed appointment. Where you raise any such objection we will use reasonable endeavours to identify a solution which avoids the use of the relevant third party processor, but if no such solution is available then you may terminate this Contract on giving written notice to us.

11.9. Where a change is required as a result of a change in law, we may, at any time on not less than 30 days' notice, revise this clause 11 by replacing it with any applicable controller to processor standard clauses or similar terms forming part of an applicable certification scheme (which shall apply when replaced by attachment to these Terms). Where you are unable to agree to such change to the Terms, you can terminate this Contract with immediate effect. Any other changes to these Terms must be agreed in writing between the parties.

11.10. We reserve the right to use and analyse Personal Data to generate statistics or other aggregated data and to extract anonymous data from the Personal Data, all of which we shall do as an independent data controller and in compliance with Data Protection Legislation. Provided such generated or extracted data is no longer Personal Data (as defined in the Data Protection Legislation), we shall own and control all rights, title and interest in and to such data, we may use it for any purpose and such data shall not be subject to the provisions of this clause 11.

11.11. “Customer Data” means all data (excluding Personal Data) concerning you and your use of our Services. We reserve the right to:

11.11.1. access, use, analyse and otherwise process the Customer Data for any internal business purposes, provided that we will treat Customer Data as confidential and shall not disclose it to any third party (other than as necessary for the performance of our obligations under this Contract); and

11.11.2. generate aggregated data, statistics and other information based on the Customer Data, or otherwise process the Customer Data such that it is no longer identifiable that it relates to you. Such generated or processed data shall not be deemed to be Customer Data, we shall own and control all rights, title and interest in and to such data and we may use it for any purpose.

12. OUR LIABILITY TO YOU

12.1. You acknowledge that the Digital Media and Services have not been developed to meet your individual requirements, and that it is therefore your responsibility to ensure that the facilities and functions of the Digital Media and Services meet your requirements.

12.2. We warrant that the Services will be performed with reasonable skill and care. In the event of breach of this warranty, we will, at our expense and in our sole discretion use our reasonable commercial endeavours to correct any such breach promptly, or provide you with an alternative means of accomplishing the desired performance. Such correction or substitution constitutes your sole remedy for any breach of this warranty.

12.3. Whilst we try to ensure the Digital Media and Services are normally available 24 hours a day, we will not be liable to you if for any reason the Digital Media is unavailable at any time or for any period. We reserve the right to withdraw or amend any part of the Digital Media and/or any feature/Service we provide on the Digital Media without notice (on a temporary or permanent basis). You agree that we will not be liable to you or to any third party for any modification, suspension or discontinuance of the Digital Media or any part thereof.

12.4. We do not warrant that your or Your Customers' use of the Services will be uninterrupted or error-free and we do not warrant that any information provided by us on our site or through the Services is accurate or up to date or that any reports produced or analysis of customer feedback carried out will be entirely error free. Such information, reports and analysis are provided for guidance only and should not be relied on by you in any way.

12.5. We are not responsible for any delays, delivery failures, or any other loss or damage resulting from the transfer of data over communications networks and facilities (including your or Your Customers' internet connection) and you acknowledge that the Services may be subject to limitations, delays and other problems inherent in the use of such communications facilities.

12.6. You are responsible for Your Customers' use of the Services and ensuring that you have appropriate terms and policies in place with Your Customers detailing how they may use the Services and how their Personal Data may be processed by you (and by us on your behalf) and so far as is permitted in law we shall have no liability to Your Customers in respect of their use of the Services.

12.7. We will not be liable to you for anything which is caused by:

12.7.1. use of the Digital Media or Services contrary to our instructions, or modification or alteration of the Digital Media or Services by any party other than us or our authorised contractors or agents.

12.7.2. a distributed denial-of-service attack, viruses or other technologically harmful material that may infect your computer equipment, computer programs, data or other proprietary material due to your use of the Digital Media or to your downloading of any material posted on it, or on any website linked to it.

12.8. Commentary, communications and other materials or content posted, transmitted, or otherwise made available on or via the Digital Media are for information purposes only and are not intended to amount to advice on which reliance should be placed. We therefore exclude all liability for any loss or damage arising from your reliance on, or use of, such information.

12.9. To the extent permitted by law we hereby expressly exclude: 12.9.1. all conditions, warranties and other terms which might otherwise be implied by statute, common law or the law of equity; and

12.9.2. any liability for the following loss or damage incurred by you in connection with the Digital Media or in connection with the use, inability to use, or results of the use of the Digital Media or any Services, any websites linked to the Platform and any materials posted on the Platform:-

(a) loss of income or revenue;

(b) loss of business;

(c) loss of profits or contracts;

(d) loss of anticipated savings;

(e) loss of, damage to or corruption of data;

(f) loss of opportunity or goodwill; and

(g) indirect, special and/or consequential loss

however arising and whether caused by tort (including negligence), breach of contract or otherwise, even if foreseeable.

12.10. In any event, we are only responsible for loss or damage you suffer that is a foreseeable result of our breach of these Terms or our negligence up to the limit specified in this clause, but we are not responsible for any unforeseeable loss or damage. Loss or damage is foreseeable if it is an obvious consequence of our breach or if such loss was contemplated by you and us at the time these Terms were entered between us. Except to the extent expressly stated otherwise, our liability per claim or series of related claims under or in connection with the Contract (including use of any Services) whether in contract, tort (including negligence), under an indemnity or otherwise, shall in all circumstances be limited to an amount equal to the Price payable in respect of the 12 months preceding the date of notification of the claim, subject always to an aggregate cap of £500,000.

12.11. Nothing in these Terms is intended to, and does not, affect our liability for death or personal injury arising from our negligence, nor our liability for fraudulent misrepresentation, nor any other liability which cannot be excluded or limited under Applicable Law.

13. EVENTS OUTSIDE OUR CONTROL

13.1. Neither party will be liable or responsible for any failure to perform, or delay in performance of, any of its obligations under these Terms that is caused by any act or event beyond that party's reasonable control, including failure of public or private telecommunications networks ("Event Outside Our Control"). Nothing in this clause shall

affect an obligation to make payment. 13.2. If an Event Outside Our Control takes place that affects the performance of either party's obligations under the Contract:

13.2.1. the affected party shall notify the other party in writing promptly and in any event within 3 days of the occurrence of the Event Outside Our Control;

13.2.2. the affected party's relevant obligations will be suspended and the time for performance of those obligations will be extended for the duration of the Event Outside Our Control; and

13.2.3. the affected party will use its reasonable endeavours to find a solution by which its obligations may be performed despite the Event Outside Our Control.

13.3. If an Event Outside Our Control prevents us from fulfilling our obligations under the Contract for a continuous period of more than fourteen (14) days, you may terminate this Contract immediately on written notice to us.

14. GENERAL

14.1. If you wish to contact us in writing, or if any condition in these Terms requires you to give us notice in writing, you must send this to us by e-mail and by prepaid post to SmartCraft Software UK Limited, The Evolve Building, Cygnet Way, Rainton Bridge South Business Park, Houghton-le-Spring, Tyne and Wear, DH4 5QY and support@clixifix.co.uk. We will confirm receipt of this by contacting you in writing, normally by e-mail. If we have to contact you or give you notice in writing, we will do so by e-mail and by pre-paid post to the addresses stated in the Proposal.

14.2. Where we act as an independent controller in respect of any information we obtain from individuals via the Digital Media, which shall be in respect of marketing activities and the processing described at clauses 11.10 and 11.11 only, we will process this in accordance with our Privacy Policy at www.clixifix.com/privacy.

14.3. You may not assign or transfer your rights under this Contract in any way. Save to the extent expressly stated, you may not sub-license or sub-contract any rights or obligations without our prior written approval.

14.4. We may assign or transfer our rights under the Contract, in which case you will be given written notice of any new provider.

14.5. You hereby acknowledge that we shall be entitled to refer to any company subscribing to, or permitted access to, the Digital Media either in written or pictorial form in our promotional materials, including use of any trade marks or logos.

14.6. These Terms and the documents referred to in them, constitute the entire agreement and understanding between us relating to the use of the Digital Media and supersede all prior written or oral understandings, arrangements, representations or agreements relating to such (and no reliance is placed on, or remedy is available in relation to, such). You acknowledge that you do not rely on any statement, representation, assurance or warranty

of any person (whether a party to these Terms or not) other than as expressly set out in these Terms.

14.7. A person who is not a party to these terms has no rights under the Contract (Rights of Third Parties) Act 1999 to enforce any of these terms, but this clause does not affect a right or remedy of a third party which exists or is available apart from that Act.

14.8. If for any reason any part of these Terms is deemed unenforceable by a competent authority, then that part of the Terms will be deleted and this will not affect the validity or enforceability of the remaining Terms.

14.9. Any waiver by us of the breach of these Terms shall not be deemed to be a waiver of any subsequent breach of any provision.

14.10. The English courts will have exclusive jurisdiction over any claim arising from, or related to, a visit to or use of the Digital Media. These Terms and any dispute or claim arising out of or in connection with them or their subject matter or formation (including noncontractual disputes or claims) shall be governed by and construed in accordance with the law of England.

Schedule 1 – Data Processing

Processing under this Contract Subject Matter: As described in the Contract.

Purpose: Personal Data will be collected and processed for the purpose only of performance of obligations under this Contract.

Nature: clixifix provides an innovative SAAS solution to customer care and defect management in the construction industry sector. clixifix has leveraged emerging mobile consumer technology to provide innovative solutions to customer care. Using mobile devices to capture defects information, defect images and customer signatures the old paper base systems can and are being phased out. clixifix combines novel and non-trivial data structures with temporal analysis techniques to provide deep insights into the customers' data. This novel approach has stretched the bounds of existing technology to create coherent and meaningful reports. Combining the Platform as a service provided by Heroku with software as a service components from providers like Amazon, clixifix has taken the burden of running a software solution in house and moved this into a central multi tenancy solution.

The nature of the processing shall include collection, recording, storage, access and retrieval, structuring and filing including in an organised database and combination with other data (to the extent reasonably required in order for us to perform our obligations and exercise our rights under this agreement).

Duration: clixifix's processing of Personal Data under this Contract will be for the duration of the term of the Contract.

The Types of Personal Data processed under this Contract will be:

First Name, Last Name, Email Address, Telephone Number, Plot Number, Postal Address, Special Access Details to Property.

No financial details are stored on the Platform.

The Categories of Data Subject whose data will be processed under this Contract will be: • Customer - including all data above.

• Employee - First Name, Last Name, Email Address.

• Tradesperson - Company Name, Company Address.

• Phone numbers and First Name, Last Name, Email Address for all invited users to the Platform.

• Concierge staff - First Name, Last Name, Email Address. Third Party Processors

• Heroku (a member of the Salesforce group of companies)

• Amazon

Schedule 2 – Template Scope of Work

1. Works: [LIST OUT ALL THE WORKS TO BE PROVIDED UNDER THIS SCOPE OF WORK].

2. Customer manager and clixifix manager: [LIST OUT THE RELEVANT INDIVIDUALS].

3. Start date and term: [SPECIFY WHEN THE WORKS WILL COMMENCE, AND THE TERM OF THIS SCOPE OF WORK].

4. [Service Levels: [INCLUDE ANY SERVICE LEVELS, IF APPLICABLE].]

5. Timetable: [SET OUT THE TIMETABLE FOR PERFORMING THE WORKS].

6. Milestones: [SET OUT ANY MILESTONES FOR THE WORKS].

7. Deliverables: [SET OUT ANY DELIVERABLES FOR THE WORKS].

8. Acceptance Criteria: [SET OUT ANY CRITERIA FOR ACCEPTING THE DELIVERABLES OR THE MILESTONES].

9. Scope of Work Charges: [SET OUT THE CHARGES AND PAYMENT FOR THE WORKS].

..... Signed by [ ] for and on behalf of [name of customer].

..... Date

.....

Signed by [NAME OF CLIXIFIX REPRESENTATIVE] for and on behalf of clixifix.

..... Date