



Terms & Conditions

For

Filer (Dedicated)

By

Mizorix Ltd

Mizorix – Dedicated Conditions

1. DEFINITIONS AND INTERPRETATION

1.1 The definitions and rules of interpretation in this clause apply in the Contract.

AI: artificial intelligence (including any machine learning, neural network, deep learning or predictive analytics software programs and any derivatives or variations of such programs, and including any associated parameters, vectors and weights).

Analysis: any artificial data synthesis techniques, inference, data aggregation, predictive analysis, pattern identification, trend identification, recall (for the purposes of generative output), modelling or any other form of electronic data analysis.

Authorised Users: those employees, agents and independent contractors of the Customer who are authorised by the Customer to use the Services and the Documentation.

Business: the business of the Customer as at the Commencement Date.

Business Day: a day other than a Saturday, Sunday or public holiday in England when banks in London are open for business.

Commencement Date: the date described as the “Commencement Date” in the Proposal.

Confidential Information: information that is proprietary or confidential and is either clearly labelled as such or identified as Confidential Information in clause 11.1.

Contract: the agreement between the parties for the provision of the Services comprising the Proposal, these Dedicated Conditions and Mizorix’s DPA as the same may be amended from time to time in accordance with clause 15.

Contract Year: means a 12-month period commencing with the Commencement Date or any anniversary of it.

Control: the beneficial ownership of more than 50% of the issued share capital of a company or the legal power to direct or cause the direction of the general management of the company.

Customer: the organisation named as the “customer” within the Proposal.

Customer Data: the data (including any documentation) uploaded or inputted (and such equivalent terms) to the Services and/or the Software by the Customer and/or any Authorised Users (or by Mizorix on the Customer’s behalf), excluding any Usage Data and Feedback Data.

Customer Materials: the Customer’s logo, marks, branding, designs and other such materials that the Customer may provide to Mizorix in order to facilitate any rebranding of the Software by Mizorix in accordance with paragraph 5 of the Schedule.

Customer’s Server: the Customer’s Microsoft Azure tenant where the Software will be hosted as directed by the Customer.

Dedicated Conditions: these conditions from clause 1 (Definitions and Interpretation) to clause 25 (Jurisdiction).

Documentation: any operating manuals, user instruction manuals, technical literature and all other related materials in human-readable and/or machine-readable forms supplied or made available by Mizorix in connection with the Services.

Mizorix: Mizorix Services Ltd, a company incorporated in England and Wales under company number 15497538 and having its registered office at 20 Wenlock Road, London, N1 7GU.

Mizorix’s DPA: Mizorix’s Data Processing Agreement made available to the Customer by Mizorix online linked to [here](#), as may be amended from time to time in accordance with the Contract.

Mizorix's Acceptable Use Policy: Mizorix's Acceptable Use Policy for the Customer's use of the Software made available to the Customer by Mizorix online linked to [here](#).

Evaluation Period: the period specified as the "evaluation period" in the Proposal, unless such period is shortened or lengthened by the parties pursuant to clause 13.2, during which the parties will discuss the Pilot and whether the Customer wishes to proceed with the Initial Subscription Term.

Feedback Data: all suggestions, reviews, comments (whether oral or in writing) regarding or connected to the Services, the Software and/or the Documentation provided by or on behalf of the Customer, including by any of the Authorised Users, from time to time.

Hosting Services Contract: a contract entered into between the Customer and the Third Party Hosting Provider for the Third Party Hosting Provider to host the Software on the Customer's Servers.

Initial Subscription Term: 12 months.

Intellectual Property Rights: patents, utility models, rights to inventions, copyright and neighbouring and related rights, moral rights, trade marks and service marks, business names and domain names, rights in get-up and trade dress, goodwill and the right to sue for passing off or unfair competition, rights in designs, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets), and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.

IPR Claim: has the meaning given in clause 10.1.

Open-Source Software: any software programs which are licensed under any form of open-source licence meeting the Open-Source Initiative's open source definition from time to time.

Permitted Purpose: has the meaning given in clause 11.4(a).

Pilot: the opportunity granted by Mizorix to the Customer (and its Authorised Users) to use the Services for the Pilot Fee so that the Customer can evaluate whether the Services and/or the Software meet its needs, applicable if indicated on the Proposal.

Pilot Fee: the fees payable by the Customer for access to the Services and the Software under any Pilot, as may be set out in the Proposal.

Pilot Period: the duration of any Pilot as set out in the Proposal.

Proposal: Mizorix's proposal which identifies, amongst other things, the Commencement Date, the Subscription Fees, Usage Model and/or the Subscription Term.

Renewal Period: a renewal period as defined in accordance with clause 13.1 or clause 13.3(a), as the case may be.

Representatives: has the meaning given to it in clause 11.2.

Reseller: any person that has an agreement with the Customer from time to time in connection with the Services and the Software in respect of which the Customer has agreed to pay such person, instead of Mizorix, for access to the Services and the Software.

Services: the subscription services for the provision of access to and use of the Software as more particularly described in the Documentation.

Software: the online software applications offered by Mizorix in connection with the Services and accepted by the Customer when the Customer placed its order to use the Services, as more particularly described in the

Proposal and/or the Documentation and any modifications made by Mizorix to the same including any updates, new release or new versions.

Software Generated Data: any content generated, extracted or otherwise output to the Customer and/or any Authorised User by the Services and the Software in response to (and such equivalent terms) Customer Data.

Subscription: the subscription purchased by the Customer from Mizorix which entitles Authorised Users to access and use the Services, the Software and the Documentation in accordance with the Contract and the applicable Usage Model.

Subscription Fees: the subscription fees payable by the Customer for the Subscription, as set out in the Proposal.

Subscription Term: the Pilot Period (if any), Evaluation Period (if any), the Initial Subscription Term and any subsequent Renewal Periods.

Support Services: the applicable support and maintenance services for the Software as set out in the Schedule.

Third Party Hosting Provider: a third-party hosting services provider contracted with the Customer to host the Software.

Third Party Software: the software programs proprietary to third parties which are provided to the Customer by Mizorix in connection with **the Contract** or are otherwise connected or integrated with the Software by the Customer and/or on the Customer's behalf, including any amendments, updates, modifications, new versions and new releases made to the same.

Usage Data: any information and/or data pertaining to how the Customer and/or its Authorised Users use, interact or otherwise employ the Services and/or the Software that is collected by the Software when it is used by the Customer and/or any Authorised User at any time during the Subscription Term, which Mizorix may track or otherwise collect from the Customer and/or its Authorised Users.

Usage Model: the conditions and/or pricing mechanisms that apply to the Customer's Subscription, as set out in the Proposal.

VAT: value added tax chargeable under the Value Added Tax Act 1994 and any similar additional tax or any other similar turnover, sales or purchase tax or duty levied in any other jurisdiction.

1.2 Clause and paragraph headings shall not affect the interpretation of these Dedicated Conditions.

1.3 The Schedule forms part of the Dedicated Conditions and shall have effect as if set out in full in the body of these Dedicated Conditions. Any reference to these Dedicated Conditions includes the Schedule.

1.4 A **person** includes an individual, corporate or unincorporated body (whether or not having separate legal personality).

1.5 A reference to a company shall include any company, corporation or other body corporate, wherever and however incorporated or established.

1.6 Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.

1.7 A reference to a statute or statutory provision is a reference to it as it is in force from time to time. A reference to a statute or statutory provision shall include all subordinate legislation made from time to time under that statute or statutory provision.

1.8 A reference to writing or written includes email.

1.9 References to clauses are to the clauses of these Dedicated Conditions and references to paragraphs are to paragraphs of the Schedule.

1.10 Any words following the terms **including, include, in particular, for example** or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.

1.11 If there is an inconsistency between any of the provisions of:

- (a) these Dedicated Conditions and the Proposal, these Dedicated Conditions shall prevail; and
- (b) these Dedicated Conditions and the Schedule, these Dedicated Conditions shall prevail.

2. ACCESS RIGHTS

2.1 Subject to the Customer:

- (a) paying the Subscription Fees, and/or, if applicable, Mizorix granting access to the Software and the Documentation under a Pilot in consideration for the Pilot Fee; and
- (b) complying with the restrictions set out in this clause 2 and the other terms and conditions of the Contract,

Mizorix hereby grants to the Customer a non-exclusive, non-transferable right and licence, without the right to grant sublicences:

- (i) to permit the Authorised Users to access and use the Software and the Documentation, on a single Microsoft tenant, during the Subscription Term, as applicable, solely for the Customer's own internal operational purposes related to the Business; and
- (ii) to permit the Third Party Hosting Provider to host the Software.

2.2 Mizorix shall provide or make available to the Customer from time to time copies of the Documentation containing information for the proper use of the Services. Such Documentation may be supplied in electronic form.

2.3 The Customer may make such further copies of the Documentation as are reasonably necessary for the use of the Services and for training the Authorised Users in use of the Services. The Customer shall ensure that all Mizorix's proprietary notices are reproduced in any such copy.

2.4 The Customer may provide copies of the Documentation to any third party referred to in clause 11.3(b) who needs to know the information contained in it for the Permitted Purpose.

2.5 The Customer shall use all reasonable endeavours to prevent any unauthorised access to, or use of, the Software, the Services and the Documentation and, in the event of any such unauthorised access or use, promptly notify Mizorix.

2.6 The rights provided under this clause 2 are granted to the Customer only and shall not be considered granted to any subsidiary or holding company of the Customer.

3. SERVICES AND SOFTWARE DELIVERY

3.1 Mizorix shall, during the Subscription Term, provide the Services and make available the Software and the Documentation to the Customer on and subject to the terms of the Contract.

3.2 The Software shall be hosted by the Customer or its Third Party Hosting Provider in the Customer's Server.

3.3 The parties shall cooperate with each other to facilitate the delivery of the Software to the Customer's Server at the time agreed between the parties.

3.4 Subject to clause 3.5, during the Subscription Term, Mizorix shall use all reasonable commercial endeavours to provide the Support Services.

3.5 The Support Services shall not apply during any Pilot Period or any Evaluation Period.

4. USAGE

4.1 The Customer and its Authorised Users shall:

(a) use the Services and access the Software; and

(b) pay for the Subscription Fees,

in accordance with the applicable Usage Model and clause 8.

4.2 The Customer remains solely responsible for the payment of the Subscription Fees and any other charges, fees and expenses incurred by its Authorised Users or by any other person during their use of the Services and the Software and irrespective if such use was authorised by the Customer or not.

5. DATA PROTECTION

Both parties shall comply with Mizorix's DPA in connection with Mizorix's processing of any personal data on the Customer's behalf, and Mizorix's DPA is hereby incorporated by reference.

6. MIZORIX'S OBLIGATIONS

6.1 Mizorix shall perform the Services substantially in accordance with the Documentation and with reasonable skill and care.

6.2 Mizorix's obligations at clause 6.1 shall not apply to the extent of any non-conformance which is caused by use of the Services contrary to Mizorix's instructions, or modification or alteration of the Services by any party other than Mizorix or Mizorix's duly authorised contractors or agents. If the Services do not conform with the terms of clause 6.1, Mizorix will, at its expense, use reasonable commercial endeavours to correct any such non-conformance promptly. Such correction constitutes the Customer's sole and exclusive remedy for any breach of the undertaking set out in clause 6.1.

6.3 Mizorix warrants that the Software will conform substantially in accordance with the Documentation for the Subscription Term.

6.4 If, within the Subscription Term, the Customer notifies Mizorix in writing of any Fault (as defined in the Schedule) in the Software in consequence of which it fails to conform substantially in accordance with the Documentation, and such Fault does not result from the Customer, or anyone acting for Customer, having:

(a) directed Mizorix to make material alterations to the Software (and such alterations shall be made by Mizorix solely at Mizorix's discretion pursuant to paragraph 5 of the Schedule);

(b) modified the Software; or

(c) used the Software outside the terms of the Contract for a purpose or in a context other than the purpose or context for which it was designed or in combination with any other software not provided by Mizorix or in combination with Third Party Software,

Mizorix shall, at its expense, correct the Fault in accordance with the Schedule (whether or not the Services and the Software are being accessed under a Pilot). Such correction constitutes the Customer's sole and exclusive remedy for any breach of the warranty set out in clause 6.3.

6.5 Mizorix:

(a) does not warrant that:

(i) the Customer's use of the Services or the Software will be uninterrupted or error-free;

(ii) that the Services, the Software, the Documentation and/or the information or functionality obtained by the Customer through the Services will meet the Customer's requirements or expectations;

- (iii) any AI underpinning the Services or the Software has been trained for any specific use by the Customer;
- (iv) any Software Generated Data will be unique, complete or accurate;
- (b) is 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 the internet, and the Customer acknowledges that the Services and/or the Software may be subject to limitations, delays and other problems inherent in the use of such communications facilities;
- (c) is not responsible for any delays, delivery failures, or any other loss or damage caused by the Third Party Hosting Provider or any Third Party Software;
- (d) may subject the Customer Data to Analysis by any AI. Mizorix agrees that any Customer Data shall not be used by Mizorix for the purposes of developing, training or validating any AI.

6.6 The Contract shall not prevent Mizorix from entering into similar agreements with third parties, or from independently developing, using, selling or licensing documentation, products and/or services which are similar to those provided under the Contract.

6.7 Mizorix warrants that it has and will maintain all necessary licences, consents, and permissions necessary for the performance of its obligations under the Contract.

7. CUSTOMER'S OBLIGATIONS AND INDEMNITY

7.1 The Customer shall:

(a) provide Mizorix with:

- (i) all necessary co-operation in relation to the Contract; and
- (ii) all necessary access to such information as may be required by Mizorix,

in order to provide the Services, including security access information and configuration services;

(b) permit Mizorix and/or its third party representatives to inspect and have access to any premises (and to the computer equipment located there) at or on which the Software is being and/or has been kept or used, and have access to any records kept in connection with the Contract, for the purposes of ensuring that the Customer has complied and/or is complying with the terms of the Contract, provided that Mizorix provides reasonable advance notice to the Customer of such inspections, which shall take place at reasonable times, unless Mizorix reasonably believes that the Customer is, or is reasonably likely to be, in breach of the Contract in which case the notice and temporal restrictions in this clause 7.1(b) shall not apply;

(c) without affecting its other obligations under the Contract, comply with all applicable laws and regulations with respect to its activities under the Contract, including Mizorix's Acceptable Use Policy;

(d) carry out all other Customer responsibilities set out in the Contract in a timely and efficient manner. In the event of any delays in the Customer's provision of such assistance as agreed by the parties, Mizorix may adjust any agreed timetable or delivery schedule as reasonably necessary;

(e) ensure that the Authorised Users and the Third Party Hosting Provider use the Services, the Software and the Documentation in accordance with the terms and conditions of the Contract and shall be responsible for any Authorised User's and/or the Third Party Hosting Provider's breach of such terms and conditions;

(f) obtain and shall maintain all necessary licences (or sub-licences as the case may be), consents, and permissions necessary for Mizorix, its contractors and agents to perform their obligations under the Contract, including the Services;

(g) ensure that its network and systems comply with the relevant specifications provided by Mizorix from time to time;

(h) be, to the extent permitted by law and except as otherwise expressly provided in the Contract, solely responsible for procuring, maintaining and securing its network connections and telecommunications links from its systems to the Customer's Server, and all problems, conditions, delays, delivery failures and all other loss or damage arising from or relating to the Customer's network connections or telecommunications links or caused by the internet;

(i) ensure that the Hosting Services Contract contains provisions that are no less protective of the Software and Mizorix's Confidential Information than the provisions of the Contract and which include the right for Mizorix to enforce the Hosting Services Contract;

(j) provide Mizorix with a copy of the Hosting Services Contract within 5 Business Days of Mizorix's request;

(k) on Mizorix's request, provide Mizorix with such working credentials as required by Mizorix to enable Mizorix to access the Software on the Customer's Server at any time, including in relation to any inspection carried out by Mizorix and/or its third party representatives pursuant to clause 7.1(b) or when the Contract expires or terminates so that Mizorix can remove the Software from the Customer's Server; and

(l) where any part of the Software is comprised of an AI, maintain direct human oversight in respect of its and its Authorised Users' use of the Services and the Software.

7.2 The Customer shall indemnify Mizorix in full against all liabilities, claims, actions, proceedings, demands, costs expenses, damages and losses (including any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs (calculated on a full indemnity basis) and other professional costs and expenses) brought against, suffered or incurred by Mizorix arising out of or in connection with the Customer's use of the Software and/or Documentation, save to the extent that such liabilities, claims, actions, proceedings, demands, costs expenses, damages and losses arose as a result of Mizorix's wrongful acts or omissions.

7.3 The Customer acknowledges and agrees, where any part of the Software is comprised of an AI:

(a) that the Services and any Software Generated Data, are suggestive and predictive in nature;

(b) to review the accuracy, completeness and correctness of all Software Generated Data and be solely responsible for the accuracy, completeness and correctness of Software Generated Data, including when any Software Generated Data is used or relied on by the Customer and/or its Authorised Users in any circumstance;

(c) not to warrant or represent to any third party that any Software Generated Data has been verified by Mizorix; and

(d) that the statements in clause 7.3(a) to clause 7.3(c) (inclusive) are inclusive of the Services, the Software and the Documentation as a whole and are not solely in respect of Software Generated Data but any information generated or derived by the Services, the Software and the Documentation.

8. CHARGES AND PAYMENT

8.1 The Customer shall pay the Subscription Fees and the Pilot Fee (if any) for the provision of the Services in accordance with this clause 8.

8.2 The Customer shall be invoiced in advance for the yearly Subscription Fees and the Pilot Fee (if any) and any other charges and expenses payable under the Contract and the Customer shall pay each invoice by the due date stated on each invoice unless otherwise set out in the Proposal.

8.3 If the Customer fails to make any payment due under the Contract by the due date for payment, then, without limiting Mizorix's remedies elsewhere under the Contract or in law:

(a) the Customer shall pay interest on the overdue amount at a monthly rate of 1.5%. Such interest shall accrue on a daily basis from the due date until actual payment of the overdue amount, whether before or after

judgment. The Customer shall pay the interest together with the overdue amount; and

(b) Mizorix may, without liability to the Customer, disable the Customer's and the Authorised Users' passwords, accounts and access to all or part of the Services and/or the Software and Mizorix shall be under no obligation to provide any or all of the Services and the Software while the relevant payments due remain unpaid.

8.4 All fees stated or referred to in the Contract:

(a) shall be payable in the currency offered by Mizorix;

(b) are non-cancellable and non-refundable; and

(c) are exclusive of VAT, which shall be added to Mizorix's fees at the appropriate rate, if applicable.

8.5 Unless stated otherwise in the Proposal, Mizorix shall be entitled to increase the Subscription Fees at the start of each Renewal Period upon not less than 1 calendar month's prior written notice to the Customer (and the Contract shall be deemed by the parties to have been amended accordingly on the date such price increase takes effect in accordance with this clause 8.5).

8.6. The Customer acknowledges and agrees:

(a) where it has an agreement with a Reseller, Mizorix shall invoice the Reseller, and not the Customer, for any Subscription Fees incurred by the Customer and any additional charges or expenses, provided that Mizorix may at any time:

(i) reissue and resubmit (plus any interest) to the Customer any invoices submitted to the Reseller by Mizorix in accordance with clause 8.6(a) that have not been paid promptly by the Reseller (regardless of any reason for such non-payment); and/or

(ii) if Mizorix is of the reasonable opinion that its invoice(s) shall not be paid promptly by the Reseller, opt to invoice the Customer, instead of the Reseller,

and the Customer shall pay all such invoices in accordance with clause 8.2;

(b) that the Third Party Hosting Provider may levy charges and fees against the Customer in respect of the Customer's use of the Services and the Software, which the Customer shall pay pursuant to the terms of the Hosting Services Contract.

9. INTELLECTUAL PROPERTY RIGHTS

9.1 In respect of the Services, the Software and the Documentation:

(a) the Customer acknowledges and agrees that Mizorix and/or its licensors own all Intellectual Property Rights in the Services, the Software and the Documentation including as a result of any development, design and/or integration work that Mizorix may carry out for the Customer and including where any elements of such products were developed as a result of or using the Feedback Data, Usage Data or the Customer's ideas, suggestions or other feedback supplied by the Customer and/or its Authorised Users. Except as expressly stated herein, the Contract does not grant the Customer any rights to, under or in, any Intellectual Property Rights in respect of the Services, the Software and/or the Documentation;

(b) the Customer shall not and shall ensure that its Authorised Users and its Third Party Hosting Provider shall not:

(i) except as may be allowed by any applicable law which is incapable of exclusion by agreement between the parties and except to the extent expressly permitted under the Contract:

(A) attempt to copy, modify, duplicate, create derivative works from, frame, mirror, republish, download, display, transmit, or distribute all or any portion of the Software and/or Documentation (as applicable) in any form or media or by any means; or

- (B)** attempt to de-compile, reverse compile, disassemble, reverse engineer or otherwise reduce to human-perceivable form all or any part of the Software or the Services; or
- (ii)** access all or any part of the Services, the Software and the Documentation in order to build a product or service which competes with the Services and/or the Software; or
- (iii)** use the Services, the Software and/or the Documentation to provide services to third parties; or
- (iv)** subject to clause 20.1, license, sell, rent, lease, transfer, assign, distribute, display, disclose, or otherwise commercially exploit, or otherwise make the Services, the Software and/or the Documentation available to any third party except the Authorised Users; or
- (v)** attempt to obtain, or assist third parties in obtaining, access to the Services, the Software and/or the Documentation, other than as provided under clause 2 without the prior written consent of Mizorix, who may require that any third party executes a written confidentiality agreement before given access to any of the same;
- (c)** if a court of competent jurisdiction determines that the Customer has any Intellectual Property Rights in the Services, the Software and/or the Documentation, the Customer hereby assigns (by way of present and, where appropriate, future assignment) all such Intellectual Property Rights with full title guarantee to Mizorix;
- (d)** the Customer shall do and execute, or arrange for the doing and executing of, each necessary act, document and thing that Mizorix may consider necessary or desirable to perfect the right, title and interest of Mizorix in and to the Intellectual Property Rights in the Services, the Software and/or the Documentation; and
- (e)** The Customer shall use reasonable endeavours to prevent any infringement of the Intellectual Property Rights in the Services, the Software and/or the Documentation and shall promptly report to Mizorix any such infringement that comes to its attention. In particular, the Customer shall ensure that each Authorised User, before starting to use the Services, is made aware that the Services, the Software and the Documentation is proprietary to Mizorix or third parties and that they may only be used in accordance with the Contract.

9.2 In respect of the Customer Data and the Customer Materials:

- (a)** the parties acknowledge and agree that the Customer and/or its licensors own any and all Intellectual Property Rights in the Customer Data and the Customer Materials;
- (b)** the Customer hereby grants Mizorix, or shall procure the direct grant to Mizorix of, a fully paid up, worldwide, non-exclusive, royalty-free licence in any and all Intellectual Property Rights in the Customer Data and the Customer Materials during the Subscription Term to use, copy and/or otherwise utilise the Customer Data and the Customer Materials to perform the Services and make available the Software to the Customer on the terms of the Contract;
- (c)** the Customer:
 - (i)** shall have sole responsibility for the legality, reliability, integrity, accuracy and quality of all the Customer Data and the Customer Materials;
 - (ii)** warrants that the receipt and use of the Customer Data and the Customer Materials by Mizorix shall not infringe the rights, including any Intellectual Property Rights, of any third party; and
 - (iii)** shall indemnify Mizorix in full against all liabilities, claims, actions, proceedings, demands, costs expenses, damages and losses (including any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs (calculated on a full indemnity basis) and other professional costs and expenses) brought against, suffered or incurred by Mizorix arising out of, or in connection with, Mizorix's use of the Customer Data and/or the Customer Materials.

9.3 Without prejudice to clause 9.1, in respect of the Software Generated Data:

- (a)** the parties acknowledge and agree that all rights, title and interest in and to any Intellectual Property

Rights in the Software Generated Data shall, at the Commencement Date, or (if later) on creation of the rights, vest in and belong to the Customer. Mizorix hereby assigns (by way of present and, where appropriate, future assignment) all such Intellectual Property Rights to the Customer; and

(b) the Customer grants to Mizorix a fully paid-up, worldwide, non-exclusive, royalty-free licence in any and all Intellectual Property Rights in the Software Generated Data during the Subscription Term to use, copy and/or otherwise utilise the Software Generated Data to perform the Services and make available the Software to the Customer on the terms of the Contract.

9.4 In respect of the Usage Data and the Feedback Data:

(a) the parties acknowledge and agree that all rights, title and interest in and to any Intellectual Property Rights in the Usage Data and/or the Feedback Data shall, at the Commencement Date or (if later) on creation of the rights, vest in and belong to Mizorix. The Customer hereby assigns (by way of present and, where appropriate, future assignment) all such Intellectual Property Rights with full title guarantee to Mizorix (and such Intellectual Property Rights may subsequently subsist in the Intellectual Property Rights within the Services, the Software and/or the Documentation);

(b) the Customer hereby waives all rights to be compensated or seek compensation for the Feedback Data and/or the Usage Data; and

(c) Usage Data and Feedback Data, even if marked confidential, will not create any confidentiality obligations on Mizorix unless Mizorix has otherwise agreed in writing.

9.5 Should the parties agree or should a court of competent jurisdiction determine that the rights granted by Mizorix to the Customer, or vice versa, under this clause 9 cannot be granted by licence, the parties hereby agree that such rights are provided by Mizorix to the Customer, or vice versa, as a matter of contract.

10. INTELLECTUAL PROPERTY RIGHTS INDEMNITY

10.1 Mizorix shall indemnify the Customer against all liabilities, costs, expenses, damages and losses (including any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal and other reasonable professional costs and expenses) suffered or incurred by the Customer arising out of or in connection with any claim made against the Customer for actual or alleged infringement of a third party's intellectual property rights arising out of or in connection with use of the Software or Documentation, provided that, if any third party makes a claim, or notifies an intention to make a claim against the Customer which may reasonably be considered likely to give rise to a liability under this indemnity (**IPR Claim**), the Customer:

(a) as soon as reasonably practicable, gives written notice of the IPR Claim to Mizorix, specifying the nature of the IPR Claim in reasonable detail;

(b) does not make any admission of liability, agreement or compromise in relation to the IPR Claim without the prior written consent of Mizorix (such consent not to be unreasonably conditioned, withheld or delayed);

(c) gives Mizorix and its professional advisers access at reasonable times (on reasonable prior notice) to its premises and its officers, directors, employees, agents, representatives or advisers, and to any relevant assets, accounts, documents and records within the power or control of the Customer, so as to enable Mizorix and its professional advisers to examine them and to take copies (at Mizorix's expense) for the purpose of assessing the IPR Claim; and

(d) subject to Mizorix providing security to the Customer to the Customer's reasonable satisfaction against any claim, liability, costs, expenses, damages or losses which may be incurred, takes such action as Mizorix may reasonably request to avoid, dispute, compromise or defend the IPR Claim.

10.2 Without prejudice to clause 10.3, Mizorix shall not in any circumstances have any liability for any claim of infringement of Intellectual Property Rights:

- (a) based on a modification of the Services, the Software and/or the Documentation by any other person other than Mizorix or its duly authorised contractors or agents;
- (b) in respect of, or otherwise connected or attributable to, any Customer Data;
- (c) contained, represented or embodied in any Software Generated Data;
- (d) based on the Customer's use of the Services, the Software and/or the Documentation contrary to the instructions given to the Customer by Mizorix;
- (e) based on the Customer's use of the Services, the Software and/or the Documentation after notice of the alleged or actual infringement from Mizorix or any appropriate authority;
- (f) caused or contributed to by the Customer's use of the Software in combination with software or any Third Party Software or Open-Source Software not supplied or approved in writing by Mizorix; and/or
- (g) based on use of any version of the Software other than the latest version supplied by Mizorix, if such claim could have been avoided by the use of such supplied version.

10.3 Notwithstanding any other provision in the Contract, clause 10.1 shall not apply to the extent that any claim or action referred to in that clause arises directly or indirectly through the possession, use, development, modification or maintenance of any Open-Source Software or Third Party Software.

10.4 If use of the Software becomes, or, in the opinion of a UK lawyer of at least ten years call, is likely to become, the subject of any IPR Claim, Mizorix may:

- (a) replace all or part of the Software with functionally equivalent software or documentation without any charge to the Customer;
- (b) modify the Software as necessary to avoid such claim, provided that the Software (as amended) functions in substantially the same way as the Software before modification; or
- (c) procure for the Customer a licence from the relevant claimant to continue using the Software.

10.5 If:

- (a) use of the Software is determined in a court of law to be infringing;
- (b) Mizorix is advised by a lawyer qualified under the law applicable to the alleged infringement of at least ten years' call that the Customer use of the Software and/or the Documentation in accordance with the Contract is likely to constitute infringement of a third party's rights; or
- (c) an injunction or similar order is granted in connection with any claim falling within the scope of clause 10.1 which prevents or restricts the Customer's use of the Software and/or the Documentation in accordance with the Contract,

and Mizorix is unable, after best efforts, to procure for the Customer the right to continue using the Software, or to provide the Customer with functionally equivalent non-infringing software, the Contract will be terminated.

10.6 Nothing in this clause shall restrict or limit the Customer's general obligation at law to mitigate a loss it may suffer or incur as a result of an event that may give rise to a claim under this indemnity.

11. CONFIDENTIALITY

11.1 Without prejudice to clause 9.4(c), Confidential Information means all confidential information (however recorded or preserved) disclosed by a party or its Representatives to the other party and that party's Representatives whether before or after the Commencement Date in connection with the Contract, including any information that would be regarded as confidential by a reasonable business person relating to:

- (a) the business, assets, affairs, customers, clients, suppliers, or plants, intentions or market opportunities

of the disclosing party; and

(b) the operations, processes, product information, know-how, designs, trade secrets or software of the disclosing party.

11.2 Representatives means, in relation to a party, its employees, officers, representatives, contractors, subcontractors and advisers (including, in the case of the Customer, its Authorised Users).

11.3 The provisions of this clause 11 shall not apply to any Confidential Information that:

(a) is or becomes generally available to the public (other than as a result of its disclosure by the receiving party or its Representatives in breach of this clause 11);

(b) was available to the receiving party on a non-confidential basis before disclosure by the disclosing party;

(c) was, is or becomes available to the receiving party on a non-confidential basis from a person who, to the receiving party's knowledge, is not bound by a confidentiality agreement with the disclosing party or otherwise prohibited from disclosing the information to the receiving party;

(d) the parties agree in writing is not confidential or may be disclosed; and/or

(e) is developed by or for the receiving party independently of the information disclosed by the disclosing party.

11.4 During the Subscription Term and for a period of seven years after termination or expiry of the Contract (howsoever caused), each party shall keep the other party's Confidential Information secret and confidential and shall not:

(a) use such Confidential Information except for the purpose of exercising or performing its rights and obligations under or in connection with the Contract (**Permitted Purpose**); or

(b) disclose such Confidential Information in whole or in part to any third party, except as expressly permitted by this clause 11.

11.5 A party may disclose the other party's Confidential Information to those of its Representatives who need to know such Confidential Information for the Permitted Purpose, provided that:

(a) it informs such Representatives of the confidential nature of the Confidential Information before disclosure;

(b) at all times, it is responsible for such Representatives' compliance with the confidentiality obligations set out in this clause 11.

11.6 Nothing in this clause 11 shall prevent any person from:

(a) reporting a suspected criminal offence to the police or any law enforcement agency or co-operating with the police or any law enforcement agency regarding a criminal investigation or prosecution;

(b) doing or saying anything that is required by any regulator, ombudsman or supervisory authority;

(c) whether required by law or not, making a disclosure to, or co-operating with any investigation by, any regulator, ombudsman or supervisory authority regarding any misconduct, wrongdoing or serious breach of regulatory requirements (including giving evidence at a hearing);

(d) complying with an order from a court or tribunal to disclose or give evidence; and/or

(e) making a proper disclosure about the Contract or circumstances surrounding the Contract to professional advisers, such as legal or tax advisors and/or medical professionals and counsellors, who are bound by a duty of confidentiality.

11.7 Each party reserves all rights in its Confidential Information. No rights or obligations in respect of a

party's Confidential Information other than those expressly stated in the Contract are granted to the other party, or to be implied from the Contract. No party makes any express or implied warranty or representation concerning its Confidential Information.

11.8 Unless the Customer requests otherwise in writing, Mizorix may include the Customer's name and logo in its marketing materials and on its website.

11.9 This clause 11 shall remain in full force and effect in the event of any termination of the Contract.

12. LIMITATION OF LIABILITY

12.1 Neither party excludes or limits liability to the other party for:

- (a) fraud or fraudulent misrepresentation;
- (b) death or personal injury caused by negligence; or
- (c) any matter for which it would be unlawful for the parties to exclude liability.

12.2 Subject to clause 12.1, Mizorix shall not in any circumstances be liable whether in contract, tort (including for negligence and breach of statutory duty howsoever arising), misrepresentation (whether innocent or negligent), restitution or otherwise, for:

- (a) any loss (whether direct or indirect) of profits, business, business opportunities, revenue, turnover, production, reputation or goodwill;
- (b) any loss or corruption (whether direct or indirect) of data or information;
- (c) loss (whether direct or indirect) of anticipated savings or wasted expenditure (including management time); or
- (d) any loss or liability (whether direct or indirect) under or in relation to any other agreement.

12.3 Clause 12.2 shall not prevent claims, which fall within the scope of clause 12.4, for:

- (a) direct financial loss that are not excluded under any of the categories set out in clause 12.2(a) to clause 12.2(d); or
- (b) tangible property or physical damage.

12.4 Subject to clause 12.1 and clause 12.2, Mizorix's total aggregate liability in contract, tort (including negligence and breach of statutory duty howsoever arising), misrepresentation (whether innocent or negligent), restitution or otherwise, arising in connection with the performance or contemplated performance of the Contract or any collateral contract shall not exceed the cap.

12.5 In clause 12.4 and this clause 12.5:

- (a) cap. The cap is one hundred per cent (100%) of the total charges in the Contract Year in which the breach of contract, tort, duty, misrepresentation or other default attributable to Mizorix occurred; and
- (b) total charges. The total charges means all sums paid by the Customer to Mizorix, and/or a Reseller (if applicable) in connection with the Services, under the Contract in the Contract Year in which the breach of contract, tort, duty, misrepresentation or other default attributable to Mizorix occurred or if no sums have been paid by the Customer to Mizorix, and/or a Reseller (if applicable) in connection with the Services, in the Contract Year in which the breach of contract, tort, duty, misrepresentation or other default attributable to Mizorix occurred, £1,000 (one thousand pounds sterling).

12.6 Subject to clause 12.1, Mizorix shall not be liable for (and the Customer assumes sole responsibility for) the results obtained from the use of the Services, Software and the Documentation by the Customer, and for conclusions drawn from such use.

12.7 Unless the Customer notifies Mizorix that it intends to make a claim in respect of an event within the notice period, Mizorix shall have no liability for that event. The notice period for an event shall start on the day on which the Customer became, or ought reasonably to have become, aware of the event having occurred and shall expire six months from that date. The notice must be in writing and must identify the event and the grounds for the claim in reasonable detail.

13. TERM AND TERMINATION

13.1 Subject to clause 13.2, the Contract shall, unless the Contract is otherwise terminated in accordance with its terms, commence on the Commencement Date and continue for the Pilot Period (if any) and the Evaluation Period (if any) and, thereafter, subject to clause 13.3, continue for the Initial Subscription Term and, thereafter, the Contract shall be automatically renewed for successive periods of 12 months (each a **Renewal Period**).

13.2 If the parties have agreed that the Contract is subject to a Pilot:

(a) during the Evaluation Period:

(i) the parties may agree to continue the Customer's Subscription for the Initial Subscription Term, in which case the Evaluation Period shall automatically end, and the Initial Subscription Term shall automatically commence, on such date that the parties agree in writing;

(ii) the parties may agree in writing to extend the Evaluation Period;

(iii) if the parties do not agree to continue the Customer's Subscription for the Initial Subscription Term pursuant to clause 13.2(a) (i), the Contract shall automatically terminate without notice at the end of the Evaluation Period;

(b) the Services and the Customer's access to the Software shall be suspended during the Evaluation Period and shall resume on the commencement of the Initial Subscription Term (if any).

13.3 If:

(a) the Proposal states that the Contract shall not automatically renew at the end of the Initial Subscription Term, then, instead of the Contract automatically renewing for Renewal Periods in accordance with clause 13.1, the Contract shall terminate automatically without notice at the end of the Initial Subscription Term, unless the parties agree in writing that the term of the Contract shall be extended for 1 year (also deemed to be a **Renewal Period**). Unless it is further extended under this clause 13.3(a), the Contract shall terminate automatically without notice at the end of a relevant Renewal Period agreed under this clause 13.3(a); and

(b) either party notifies the other party of termination, in writing, at least 15 days before the end of the Initial Subscription Term or any Renewal Period, the Contract shall terminate upon the expiry of the applicable Initial Subscription Term or Renewal Period.

13.4 If there is a change in Control of the Customer, Mizorix may terminate the Contract immediately.

13.5 Without affecting any other right or remedy available to it, either party may terminate the Contract with immediate effect by giving written notice to the other party if:

(a) the other party fails to pay any amount due under the Contract on the due date for payment and remains in default not less than 15 days after being notified in writing to make such payment;

(b) the other party commits a material breach of any other term of the Contract and (if such breach is remediable) fails to remedy that breach within a period of 30 days after being notified in writing to do so;

(c) the other party repeatedly breaches any of the terms of the Contract in such a manner as to reasonably justify the opinion that its conduct is inconsistent with it having the intention or ability to give effect to the terms of the Contract;

(d) the other party makes a resolution for its winding up, makes an arrangement or composition with its creditors or makes an application to a court of competent jurisdiction for protection from its creditors or an administration or winding-up order is made or an administrator or receiver is appointed; or

(e) the other party suspends or ceases, or threatens to suspend or cease, to carry on all or a substantial part of its business.

13.6 The parties acknowledge and agree that any breach of clause 2, clause 2.5, clause 8, clause 9 or clause 11 shall constitute a material breach of a term for the purposes of this clause.

13.7 On termination or expiry of the Contract for any reason:

(a) all licences granted under the Contract shall immediately terminate and the Customer shall immediately cease all use of the Services and/or the Documentation;

(b) the Customer shall immediately pay any outstanding unpaid invoices and interest and, in respect of Services supplied or any other additional charges or expenses but for which no invoice has been submitted, an invoice may be submitted, which shall be payable immediately on receipt;

(c) each party shall return and make no further use of any equipment, property, Documentation and other items (and all copies of them) belonging to the other party;

(d) Mizorix may destroy or otherwise dispose of any of the Customer Data, Customer Materials and/or Software Generated Data in its possession; and

(e) any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination, including the right to claim damages in respect of any breach of the Contract which existed at or before the date of termination shall not be affected or prejudiced.

13.8 Any provision of the Contract which expressly or by implication is intended to come into or continue in force on or after termination of the Contract, including clause 1, clause 7.2, clause 9.2(c) (iii), clause 11, clause 12 and this clause 13 shall remain in full force and effect.

13.9 Termination or expiry of the Contract shall not affect any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination or expiry, including the right to claim damages in respect of any breach of the Contract which existed at or before the date of termination or expiry.

13.10 Notwithstanding its obligations in this clause 13 if a party is required by any law, regulation, or government or regulatory body to retain any documents or materials containing the other party's Confidential Information, it shall notify the other party in writing of such retention, giving details of the documents and/or materials that it must retain.

14. FORCE MAJEURE

Neither party shall be in breach of the Contract nor liable for delay in performing, or failure to perform, any of its obligations under the Contract if such delay or failure result from events, circumstances or causes beyond its reasonable control. In such circumstances the affected party shall be entitled to a reasonable extension of the time for performing such obligations. If the period of delay or non-performance continues for 3 months, the party not affected may terminate the Contract by giving 30 days' written notice to the affected party.

15. VARIATION

15.1 No variation of the Contract shall be effective unless it is in writing and signed by the parties (or their authorised representatives).

15.2 For the avoidance of doubt, the restriction set out in clause 15.1 shall not affect the operation of the relevant provision in clause 8.5 which may vary the terms of the Contract (or their effect) by written notice.

16. WAIVER

A delay or failure to exercise, or the single or partial exercise of, any right or remedy shall not waive that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy.

17. RIGHTS AND REMEDIES

Except as expressly provided in the Contract, the rights and remedies provided under the Contract are in addition to, and not exclusive of, any rights or remedies provided by law.

18. SEVERANCE

18.1 If any provision or part-provision of the Contract is or becomes invalid, illegal or unenforceable, it shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of the Contract.

18.2 If any provision or part-provision of the Contract is deemed deleted under clause 18.1 the parties shall negotiate in good faith to agree a replacement provision that, to the greatest extent possible, achieves the intended commercial result of the original provision.

19. ENTIRE AGREEMENT

19.1 The Contract constitutes the entire agreement between the parties and supersedes and extinguishes all previous and contemporaneous agreements, promises, assurances and understandings between them, whether written or oral, relating to its subject matter.

19.2 Each party acknowledges that in entering into the Contract it does not rely on, and shall have no remedies in respect of, any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in the Contract.

19.3 Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in the Contract.

20. ASSIGNMENT

20.1 The Customer shall not, without the prior written consent of Mizorix, assign, novate, transfer, charge, sub-contract or deal in any other manner with all or any of its rights or obligations under the Contract.

20.2 Mizorix may at any time assign, novate, transfer, charge, sub-contract or deal in any other manner with all or any of its rights or obligations under the Contract.

21. THIRD PARTY RIGHTS

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

22. NO PARTNERSHIP

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

23. NOTICES

23.1 Any notice required to be given under the Contract shall be in writing and shall be:

(a) if given by Mizorix:

(i) delivered by commercial courier to the Customer's registered office (if a company) or its principal place of business (in any other case); or

(ii) sent by email to the following address (or an address substituted in writing by the Customer): the email

address for notices specified in the Proposal.

(b) if given by the Customer, sent by email to the following address (or an address substituted in writing by Mizorix): admin@mizorix.com.

23.2 Any notice shall be deemed to have been received:

(a) if delivered by courier, on signature of a delivery receipt or at the time the notice is left at the proper address; or

(b) if sent by email at the time of the transmission provided that no bounceback or out of office message is received.

23.3 This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

24. GOVERNING LAW

The Contract and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.

25. JURISDICTION

The parties irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with the Contract or its subject matter or formation (including non-contractual disputes or claims).

Schedule – Support Services

1. Interpretation

The following definitions apply in this Schedule in addition to the definitions and rules of interpretation in clause 1 of the main body of these Dedicated Conditions.

1.1 Definitions:

Commercially Reasonable Efforts: the same degree of priority and diligence with which Mizorix meets the support needs of its other clients.

Customer Cause: any improper use, misuse or unauthorised alteration of the Services, the Software or the Documentation by the Customer or any of the Authorised Users or any use by the Customer or any of the Authorised Users of any software, including Third Party Software, not provided or approved by Mizorix.

External Cause: any failure in the provision of the Services or error in the Software attributable to an act or omission of a Third Party Hosting Provider or owner or licensor of Third Party Software or any other third party other than Mizorix or its duly authorised contractors or agents.

Fault: any failure of the Software to operate in all material respects in accordance with its specification, excluding as a result of customisation of the Software at the Customer's request pursuant to paragraph 5.

Maintenance Release: a release of the Software which corrects faults, adds functionality or otherwise amends or upgrades the Software, but which does not constitute a New Version.

New Version: any new version of the Software which from time to time is publicly marketed and offered for access by Mizorix in the course of its normal business, being a version which contains such significant differences from the previous versions as to be generally accepted in the marketplace as constituting a new product.

Normal Business Hours: 9.00am to 5.30pm during UK work hours on any Business Day.

Out-of-scope Technical Support Services:

(a) any services provided by Mizorix in connection with any apparent problem regarding the Software or the Services reasonably determined by Mizorix (i) not to be a Fault, or (ii) to have been caused by a Customer Cause or a cause outside Mizorix's control and/or any External Cause (including any investigational work resulting in such a determination) and/or (iii) to relate to the Customer's Server, the Customer's network and/or the Customer's infrastructure; or

(b) any services (including the implementation of any Maintenance Release) provided by Mizorix in connection with a Fault outside of Normal Business Hours.

Service Levels: the service level responses and response times referred to in the Service Level Table.

Service Level Table: the table set out in paragraph 2.1.

Solution: either of the following outcomes:

- (a) correction of a Fault; or
- (b) a reasonable workaround in relation to a Fault.

Support Year: a 12-month period during the Subscription Term commencing with the date the Initial Subscription Term begins or any anniversary of it.

Technical Support Request: a request made by the Customer for the correction of a Fault. Such requests shall be submitted:

- (a) via email to the generic support alias: support@mizorix.com

2. Service Levels

2.1 Mizorix shall:

- (a) prioritise all Technical Support Requests based on its reasonable assessment of the severity level of the problem reported; and
- (b) acknowledge to all Technical Support Requests in accordance with the responses and response times specified in the table set out below:

PRIORITY	RESPONSE TIME	DESCRIPTION
P1	1 hour	Definition: Critical - issues on a critical component of the Software (such as where system performance is severely degraded, there is a materially restricted functionality of the Software or where data corruption has occurred). Action taken following a response: Mizorix shall work on the problem and implement a Solution to be released as soon as possible as an emergency release, if required by Mizorix, or, if not required by Mizorix, at the next relevant Software patch.
P2	2 hours	Definition: Major - issues on a live system where there is restricted functionality of an important but non-critical function of the Software or where performance of important but non-critical function of the Software is degraded. Action taken following a response: Mizorix shall work on the problem and implement a Solution to be released as soon as possible as an emergency release, if required by Mizorix, or, if not required by Mizorix, at the next relevant Software patch.
P3	4 hours	Definition: Minor - issues on a live system where there is restricted functionality of a minor function of the Software or where performance of a minor function of the Software is degraded. Action taken following a response: Mizorix shall work on the problem and implement a Solution within the next relevant Software patch or version, whichever is released first by Mizorix.
P4	8 hours	Definition: issues on a live system where there is a cosmetic fault or documentation error which does not impact functionality of the Software. Action taken following a response: Mizorix shall implement a Solution to be released at the next relevant Software version.

2.2 The parties may, on a case-by-case basis, agree in writing to a reasonable extension of the Service Level response times.

2.3 Mizorix shall give the Customer regular updates of the nature and status of its efforts to correct any Fault or, if possible, any Fault as a result of an External Cause being corrected by a Third Party Hosting Provider or owner or licensor of Third Party Software.

2.4 The Customer acknowledges and agrees that:

- (a)** Mizorix's ability to fix Faults is dependent upon the full and timely co-operation of the Customer (which the Customer agrees to provide); and
- (b)** these Support and Service Levels set out in this Schedule shall not apply in respect of any Fault as a result of an External Cause.

2.5 Prior to notifying Mizorix of any Fault, the Customer shall follow Mizorix's operating and troubleshooting procedures for addressing issues with the Software or the Services.

3. Fixing Faults

3.1 Mizorix shall use Commercially Reasonable Efforts to correct all Faults notified to it by the Customer.

3.2 Mizorix may reasonably determine that any services are Out-of-scope Technical Support Services. If Mizorix makes any such determination, it shall promptly notify the Customer of that determination and suggest a way forward.

3.3 Mizorix shall use its reasonable endeavours to provide Out-of-scope Technical Support Services. In respect of any such services that it provides, additional charges may apply which will be agreed in advance with the Customer.

3.4 Mizorix shall prioritise all Technical Support Requests based on its reasonable assessment of the severity level of the problem reported in accordance with this Schedule.

3.5 Mizorix shall give the Customer regular updates of the nature and status of its efforts to correct any Fault.

4. Maintenance Releases and New Versions

4.1 From time to time during the Subscription Term, in addition to the services referred to above, Mizorix may modify and/or upgrade the Software with Maintenance Releases and New Versions. The Customer shall provide such assistance as reasonably required by Mizorix to implement any such Maintenance Releases and New Versions.

4.2 Unless otherwise directed by Mizorix, the Customer must install Maintenance Releases and New Versions as soon as they become available for installation.

4.3 Some features included in New Versions which the Customer may select to access may be subject to additional fees.

5. Development Work

5.1 The Customer acknowledges that any customised requirements (including any branding related requirements) or features which do not already form part of the Software and which would require separate development work to be carried out by Mizorix may be subject to separate fees and will be considered and agreed to separately on a case-by-case basis or may otherwise be set out in the Proposal. This includes any services carried out by Mizorix to integrate the Software with any AI tool (or older version of any AI tool) not approved by Mizorix and/or otherwise integrated as standard with the Software.

5.2 The requirements referred to in paragraph 5.1 include proactive maintenance or changes required to ensure that the Software continues to operate within the Customer's Server if the Customer's Server has been altered in any way by any third party, including the Third Party Hosting Provider.