



By accepting electronically or entering into an Order that incorporates this Master Services Agreement (hereafter referred to as “Agreement”), the individual or legal entity (“Customer”) agrees that this Agreement and any separate warranty provided in respect of the Jayex Equipment entitled “Warranty Terms and Conditions” (as applicable) each of which are incorporated into and form part of this Agreement, governs Customer’s use of Jayex Limited (“Jayex”) Services.

The Customer agrees to be legally bound by the terms and conditions of this Agreement as they may be modified and posted on our website from time to time. The Customer further agrees that the Customer shall procure that the Customer’s employees and any person the Customer authorises to use the software licenced to the Customer will comply with the terms and conditions of this Agreement and the Customer shall be responsible for the acts and omissions of all such persons as if they were the acts and omissions of the Customer.

This Agreement is subject to change without notice – the Customer will be notified via any applicable notification system within the Application of changes which shall take effect from the date stated in the relevant notification or, where no such date is stated, on the date the relevant notification is issued.

1. Contract Term

(a) This Agreement commences on the earlier of (i) the date of electronic acceptance or in the case of acceptance via an Order form the date of the last signature (“Effective Date”) or (ii) the date on which Jayex begins to provide any goods or services under or in connection with the terms of this Agreement.

(b) This Agreement will remain in effect so long as Jayex is providing Services to Customer pursuant to an applicable Order. No later than 30 days before the last day of the Initial Subscription Period (or any applicable further Subscription Period) Jayex may by written notice to Customer elect not to renew this Agreement, in which case this Agreement will terminate on the last day of the relevant Subscription Period.

(c) EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN AN ORDER OR IF CUSTOMER PROVIDES TO JAYEX A COMPLETED CANCELLATION REQUEST FORM AT LEAST THIRTY (30) DAYS PRIOR TO THE END DATE OF THE SUBSCRIPTION PERIOD, THE TOTAL NUMBER OF UNITS PURCHASED OR OTHERWISE PROVISIONED OR USED DURING THE SUBSCRIPTION PERIOD FOR EACH SERVICE WILL AUTOMATICALLY RENEW FOR SUCCESSIVE ONE (1) YEAR RENEWAL TERMS UNDER THIS AGREEMENT.

2. Contacts

(a) Jayex and the Customer will each nominate a person to act as their primary point of contact with each other in relation to the delivery, installation and commissioning of this Agreement (“Customer Contact”).

(b) Customer will nominate and maintain a designated representative (the “Subscription Manager”) who shall act as the Customer’s primary point of contact in relation to all matters

concerning payments for the Services provided under this Agreement. The Customer shall provide Jayex with the name and email address of the Subscription Manager upon execution of this Agreement and shall notify the Supplier in writing of any change to such details without undue delay.

(c) The Subscription Manager shall have the authority to:

(i) receive invoices and payment notifications;

(ii) validate and approve subscription renewals, modifications, or cancellations on behalf of the Customer; and

(iii) liaise with Jayex to resolve any payment-related queries or disputes.

(d) Jayex shall be entitled to rely on any instructions or confirmations provided by the Subscription Manager in relation to payment matters, unless Customer notifies Jayex in writing that such authority has been revoked.

(e) Customer acknowledges that failure to maintain a Subscription Manager or provide updated details may result in delays in subscription services, invoicing, or access to the software, for which the Supplier shall not be liable.

3. Services

3.1 Services

Subject to the terms and conditions of this Agreement and in consideration of the fees and terms specified in any Order Jayex hereby grants customer a non-exclusive, non-transferable, non-assignable right to access and use Jayex Services during the applicable Subscription Period for Customer's own business purposes and only at the Customer Site. Users may exercise such limited right on behalf of Customer.

3.2 Installation Services

(a) Jayex will use its reasonable endeavours to install the Jayex Equipment at the Customer Site (as applicable) on the Installation Date but time is not of the essence in respect of either (i) the Installation of the Jayex Equipment or (ii) the provision of any other Services to be provided by Jayex.

(b) Any delays in delivery of the Jayex Equipment to the Customer Site shall not entitle Customer to refuse to take delivery of the Jayex Equipment or claim damages.

(c) If Jayex is unable to install the Jayex Equipment on the relevant Installation Date then Jayex will arrange another Installation Date.

(d) If Customer refuses to accept delivery of the Jayex Equipment then except where such refusal is caused by Jayex's failure to comply with this Agreement, Jayex may store the Jayex Equipment until delivery takes place and Jayex may charge Customer for all costs and expenses incurred in storing the Jayex Equipment, including insurance costs.

(e) Customer will perform the Customer Obligations.

(f) Customer remains responsible for the provision of a safe workplace at all times and must ensure that all activities at the Customer Site are conducted in accordance with all relevant Health and Safety Laws.

(g) While at the Customer Site, Jayex's Representatives will comply with Customer's reasonable site safety, security and occupational health and safety requirements.

(h) Customer grants to Jayex and its Representatives a right of access to the Customer Site for the purposes of installing, inspecting, maintaining and repairing Jayex Equipment and as otherwise required for the provision of the Services.

(i) For the purposes of this Agreement, the Jayex Equipment is deemed to be delivered as soon as it is unloaded at the Customer Site or any other location to which the parties have agreed that the Jayex Equipment will be delivered.

3.3 Internet Connectivity

(a) Subject to payment by Customer of the relevant Services Fees, Jayex will use reasonable endeavours to ensure the provision to Customer of Internet Connectivity for the purpose of providing the Services.

(b) Internet Connectivity will be subject to any additional terms of use notified at the time of access, including in relation to privacy and sensitive information transmitted through the web portal and the Service Levels.

(c) Customer will ensure that only its authorised Representatives are permitted to have Internet Connectivity and will ensure that such authorised Representatives comply at all times with the Customer Obligations under this Agreement in relation to Internet Connectivity.

(d) Customer acknowledges that Internet Connectivity is reliant on Customer having an operational and active internet connection at all locations where Applications are used. Jayex will not be deemed to be in breach of this clause 3.3 to the extent that any failure to provide Internet Connectivity is caused or contributed to by a failure of Customer to maintain a valid and operational internet connection.

3.4 Additional Services

(a) The parties can add Additional Services to this Agreement by requesting and agreeing to Additional Services through notification via e-mail or via formal quotation for Additional Services.

(b) Once an e-mail or quotation for Additional Services has been agreed and accepted by the parties, the Services described in that e-mail or quotation will be provided under the terms of this Agreement, subject to payment by Customer of the applicable additional Fees and Charges as set out in the e-mail or quotation.

3.5 Support Services

(a) Provided Customer complies with its obligations under this Agreement, Jayex agrees in consideration of the payment of the Services Fees to provide the Support Services as more particularly set out and described in the Service Levels.

(b) Jayex shall provide the Support Services:

(i) In respect of the Jayex Equipment for the duration of any separate written equipment warranty provided by Jayex to Customer in respect of the Jayex Equipment; and

(ii) In respect of the Applications for the duration of the Subscription Periods.

(c) Jayex may in its sole and absolute discretion provide Support Services outside of the time period specified in paragraph

(b) above but where Jayex agrees to do so, it will be entitled to charge Customer in accordance with Jayex's applicable rates at the relevant time.

(d) Jayex will use reasonable endeavours to provide the Support Services in accordance with its Service Levels but time shall not be of the essence for the provision of the Support Services.

(e) Jayex may provide emergency Support Services outside the hours stated in the Service Levels at its sole discretion. Supply of the emergency Support Services may be conditional on Customer paying an additional fee to Jayex.

(f) Where Jayex is required to provide Support Services to Customer, these services will, at the sole option of Jayex, take the form of either (i) telephone advice or (ii) error correction by electronic means (including email or remote access) or (iii) by attendance at Customer's Site, in each case (i), (ii) and (iii) in accordance with the Service Levels.

(g) Where Customer requests Support Services involving alleged errors or defects in the Application, the Customer must provide to Jayex a documented example of the alleged error or defect and send in accordance with the Service Levels.

(h) Customer will, if requested by Jayex, provide to Jayex a listing of output and any other data Jayex reasonably requires to reproduce operating conditions like those existing when any alleged error or defect in the Application was discovered by Customer.

(i) For the avoidance of doubt, the Support Services do not include the following which shall be referred to as "Excluded Services":

(i) correction of errors or defects caused or contributed to by Customer's operation of the Application in a manner other than as authorised by Jayex;

(ii) correction of errors or defects caused or contributed to by the misuse or neglect of the Applications of Jayex Equipment by Customer;

(iii) rectification of fair and reasonable wear and tear in respect of the Jayex Equipment as determined by Jayex acting reasonably and in good faith;

(iv) correction of errors or defects caused or contributed to by any failure by Customer to install the latest Update in respect of the Applications;

(v) any errors or defects caused or contributed to by any Force Majeure Event;

(vi) correction of errors or defects caused or contributed to by modification, revision, variation, translation or alteration of the Application not authorised by Jayex;

(vii) correction of any errors or defects caused by any virus, Trojan, malware, freeware or any other form of malicious computer code, howsoever introduced;

(viii) correction of errors or defects caused or contributed to by the use of the Application by a person not authorised by Jayex;

(ix) correction of errors or defects which, in the opinion of Jayex, were caused or contributed to by the failure of the Customer to provide suitably qualified and adequately trained staff to operate the Application;

(x) correction of errors or defects caused or contributed to / by any deliberate or reckless damage caused to the Jayex Equipment or Applications by any person other than Jayex's employees, workers, agents, consultants or sub-contractors;

(xi) any damage, errors or defects caused or contributed to / by any failure of the Customer to comply with the Customer Obligations;

(xii) correction of any downtime in the Application resulting from any routine or planned or scheduled maintenance or update of the Application; and/or

(xiii) correction of any defect or errors caused or contributed to by any failure or downtime of the Customer's utilities including internet connection, telephone lines or electricity.

(j) Where requested Customer, Jayex may in its absolute discretion provide Support Services in respect of the Excluded Services but additional fees may be charged by Jayex to Customer at the rates stipulated by Jayex from time to time.

(k) Jayex shall have no obligation to diagnose, correct, or otherwise remediate any errors, defects, or performance issues in the software that arise due to:

(i) incompatibility, conflicts, or interoperability issues between the software and any third-party software, systems, or services not provided or expressly approved in writing by the Supplier;

(ii) modifications, updates, upgrades, or other changes to third-party software, systems, or services that affect the operation or performance of the software;

(iii) modifications or integrations made by the Customer or any third party without the Supplier's prior written consent; or

(iv) dependencies on third-party application programming interfaces (APIs), plugins, or external services that are unavailable, discontinued, or malfunctioning.

(l) Where Jayex, at its sole discretion, agrees to investigate or attempt to resolve such issues, any related work shall be chargeable at the Supplier's prevailing rates unless otherwise agreed in writing.

(m) Customer remains responsible for ensuring the compatibility of its chosen third-party software and acknowledges that Jayex makes no representations or warranties regarding the operation of the software in conjunction with any third-party systems, unless expressly agreed in the applicable Order.

(n) If Jayex attends Customer's premises to provide any Support Services and any error or fault reported by Customer is caused by anything other than an actual fault or error in the Jayex Equipment or Applications (matters which do not constitute an error or fault in the Jayex Equipment or Applications include but are not limited to failure by Customer to set up the Jayex Equipment and Applications properly and to ensure adequate power supply to the Jayex Equipment) then Jayex shall be entitled to charge Customer for such visit at its then applicable rates.

(o) Customer agrees that Jayex may from time to time, with reasonable prior notice to Customer, remotely access the Jayex Equipment and any applications (including but not limited to the Applications) installed on the Jayex Equipment to assess the status of the Jayex Equipment and/or to provide the Support Services. Customer hereby grants its express consent

to Jayex to remotely access the Jayex Equipment and the Applications for the purposes set out in this Agreement. If Customer refuses or is unable to grant remote access to the Jayex Equipment or the Applications then Jayex shall not be deemed to be in breach of this Agreement or any Service Levels to the extent that it is unable to comply because of Customer's failure to grant remote access as required by this clause.

(p) Where Microsoft™ Operating System is supplied, system automatic updates will be enabled. Jayex will not be held responsible for downtime caused by failure of such updates. It is Customer's responsibility to maintain Microsoft™ environment. Where the hardware and Operating System is provided by Jayex, and the product is covered by warranty, Jayex will maintain the relevant licenced software and relevant antivirus software supplied with the Jayex Equipment.

3.6 Application Updates

(a) Provided the Customer complies with its obligations under this Agreement, Jayex agrees to make available to Customer during the term of this Agreement any Updates published by Jayex from time to time, subject to the following conditions:

(i) Jayex does not warrant that any Updates will be released during the Subscription Period.

(ii) Jayex's obligations to provide Updates relate only to the Application, and not to any hardware or Third-Party Software used in conjunction with the Application, nor to the extent the Application has been modified by Customer in breach of the

3.7 Customer Obligations

(a) The Customer Obligations are as follows:

(i) To not copy any part of any Application;

(ii) To not modify any part of any Application or merge or combine it with any other computer programme;

(iii) To not sell or in any way dispose of all or part of the Applications or grant any rights over any part of the Application to any third party;

(iv) To not disassemble, decompile, reverse translate or in any other manner decode the Applications, except as permitted by Law;

(v) To treat all Jayex Equipment with reasonable skill and care;

(vi) To not disassemble, replace, or amend any components of the Jayex Equipment.

(vii) To use the Applications and the Jayex Equipment only in accordance with Jayex's instructions from time to time;

(viii) To take account of and implement within any time scales stipulated by Jayex, any instructions provided by Jayex from time to time in respect of the use of the Applications and the Jayex Equipment;

(ix) To provide at its own cost all assistance reasonably requested by Jayex in respect of the Support Services and (where applicable) any Additional Services, including to allowing access by Jayex and its employees and agents to any of Customer's premises and allowing Jayex to remotely access the Applications;

(x) To ensure that the Jayex Equipment is stored in a safe and secure location and in appropriate conditions; and

(xi) Prior to any attendance by Jayex or its employees or agents at any of Customer's premises, to inform Jayex of all health and safety requirements applicable to each of its premises.

3.8 Non-solicitation

(a) Customer shall not, without the prior written consent of Jayex, at any time during the term of this Agreement until the expiry of 12 months after the termination or expiry of this Agreement, solicit or entice away from Jayex or employ or attempt to employ any person who is, or has been, engaged as an employee, consultant or subcontractor of Jayex in the provision of the Services.

(b) The obligations at clause 3.8(a) apply to all direct and indirect actions of Customer and any of Customer's Group Companies and the actions of its or any of its Group Companies' respective directors, agents, employees, contractors and consultants and any person acting on behalf of Customer or its Group Companies.

(c) The consideration in respect of the covenants contained within this clause 3.8 is included within the Fees and Charges.

(d) Nothing in this clause 3.8 applies to the advertising of any jobs on the open market and the acceptance by Customer of any applicant who responds to a job advertisement placed on the open market.

4. Increases in Services Fees

Without prejudice to Jayex's rights under clause 11, Jayex may increase the unit price for a Service's Renewal Term by issuing a written notice to Customer prior to the start date of such Renewal Term. Discounts, credits and promotional or one-time pricing for the current Subscription Period do not apply to the Renewal term.

5. Fees

In consideration of the performance of the Services, Customer agrees to pay Jayex, in full, the fees set forth in the applicable Order ("Fees"). Unless otherwise explicitly agreed upon in writing, all Orders are non-cancellable and Fees are non-refundable, and the Subscription Period set forth in the Order is a continuous and non-divisible commitment for the full duration of the Subscription Period regardless of any invoice schedule. All amounts due and payable by Customer to Jayex under this Agreement must be paid in full without any deduction, set-off, counterclaim or withholding of any kind unless required by law.

5.1 Set-off

Jayex may set off or deduct from any monies due to Customer all or any part of any monies owed by Customer to Jayex for any reason.

5.2 Recurring Subscription Charges

Customer shall pay all fees for recurring subscription services using one of the following methods:

(a) Automatic Payment – Customer shall provide and maintain a valid default payment method (such as a credit card or direct debit) to enable Jayex to automatically collect subscription fees when due; or

(b) Manual Invoice Payment – Customer may opt to receive a manually issued invoice for subscription fees, subject to an administrative fee of £20 per invoice.

5.3 Automatic Payment

(a) Jayex shall charge the default payment method on the subscription renewal due date or as specified in the relevant invoice or Order form.

(b) Customer shall ensure that sufficient funds are available and shall update payment details as necessary to avoid failed transactions.

(c) If an automatic payment fails, Jayex shall notify Customer, and the outstanding amount shall become payable immediately. Jayex reserves the right to charge a late payment fee in accordance with Clause 5.5(d)(iv).

5.4 Manual Invoice Payment

(a) If Customer opts for manual invoice payment, Jayex shall issue an invoice detailing the amounts due, with payment required within seven (7) days from the invoice date.

(b) Each manually issued invoice for subscription fees shall be subject to an administrative fee of £20, which will be added to the total invoiced amount.

(c) Failure to pay an invoice within the specified timeframe may result in suspension of subscription services and/or additional late payment fees, as set out in Clauses 5.5(d)(iv) and 5.5(d)(v).

5.5 Payment for One-Time Services and Equipment

(a) In respect of Equipment Fees, Installation Fees, Additional Service fees and New Integration Fees, payment shall be made against an invoice issued by Jayex. Such invoices shall not be subject to the administrative fee set out in Clause 5.2(b).

(b) Payment for equipment invoices shall be due on receipt of the invoice, unless otherwise agreed in writing.

(c) Title to any equipment shall not pass to Customer until full payment has been received by the Supplier.

(d) General Payment Terms

(i) All payments shall be made in GBP unless otherwise agreed in writing.

(ii) Customer is responsible for any bank charges, transaction fees, or currency conversion fees incurred in making payment.

(iii) The Supplier reserves the right to change payment terms upon prior written notice, provided such changes do not materially disadvantage Customer without their consent.

(iv) If any payment is past the due date, Customer must pay Jayex on demand default interest at the Interest Rate on all overdue amounts calculated daily and payable together with the overdue amount. All payments made by the Customer will first be applied to accrued interest.

(v) Jayex may without liability to Customer suspend the provision of Services (including access to the Applications and the licence granted pursuant to clause 17.2) if Customer fails to pay to Jayex any sum due under this Agreement and the amount is outstanding 14 days or more beyond the due date for payment. The suspended Services will be resumed when the payment arrears have been cleared, including payment of the Reconnection Fee.

6. Customer to supply

The Customer is responsible, at its own cost, for sourcing any electricity required for the use of the Jayex Equipment and any hardware, software and services (including ISP services) required to access the internet on which the Internet Connectivity is granted.

7. Regulatory requirements

The Customer is responsible, at its own cost, for obtaining any permits, approvals or licences that are necessary or required by any Law for the performance of any work required at the Customer Site under this Agreement.

8. Subcontracting

Jayex may sub-contract with third parties to undertake the Installation of the Jayex Equipment or the provision of the Services.

9. Warranties

(a) Jayex warrants that it will provide the Services with reasonable care and skill but does not warrant or represent that the Services will be provided without fault, error or disruption.

(b) Jayex may provide warranties in respect of the Jayex Equipment but this is at Jayex's sole and absolute discretion. Any warranties provided by Jayex in respect of the Jayex Equipment will be subject to separate agreements between the parties and may be conditional on payment of further fees by Customer.

10. Limitations and exclusions

(a) Nothing in this clause 10 excludes or limits the liability of Jayex for:

(i) Death or personal injury caused by the negligence of Jayex; or

(ii) Fraud or fraudulent misrepresentation; and

(iii) Any other liability which cannot be excluded or limited by Law.

(b) Subject to clauses 10(a), 10(d) and 10(e) and to the extent permitted by Law, Jayex's maximum liability in any Licence Period for any action or Claim arising in the relevant Licence Period and which arises under or in connection with this Agreement, whether arising out of breach of contract, in tort (including negligence), under statute, under an indemnity or otherwise will be limited to 100% of the Fees and Charges paid or payable by Customer in respect of the relevant Licence Period.

(c) For the purposes of clause 10(b), any action or Claim which arises under or in connection with this Agreement after it has terminated or expired shall be deemed to have arisen on the day immediately preceding the effective date of termination or expiry of this Agreement.

(d) Jayex shall not be liable to Customer whether for breach of contract, in tort (including negligence) for breach of statutory duty, under an indemnity or otherwise for:

(i) any indirect, special or consequential loss or damage suffered or incurred by Customer arising under or in connection with this Agreement; or

(ii) any pure economic loss, loss of opportunity, loss of data, loss of profit or revenue.

(e) To the extent permitted by Law, all warranties, terms and conditions which save for this clause would be implied by use, statute or otherwise are excluded including those terms implied by sections 13-15 (inclusive) of the Sale of Goods Act 1979 and sections 3-5 (inclusive) of the Supply of Goods and Services Act 1982.

(f) Subject to Customer's rights under clause 12 and subject to clause 15.1(b)(iii), If the Jayex Equipment or the supply of Services by Jayex is not in accordance with the terms of this Agreement then Customer's sole and exclusive remedy shall be as follows:

(i) in relation to Jayex Equipment, to one or more of the following (at Jayex's sole election):

(A) replacement of the Jayex Equipment or the supply of goods which perform materially the same functionality as the Jayex Equipment;

(B) the repair of the Jayex Equipment;

(C) the payment of the reasonable costs to Customer of replacing the Jayex Equipment with goods which are materially similar to the Jayex Equipment to the extent that such costs exceed the Equipment Fee; or

(D) the payment of the reasonable costs to Customer of having the Jayex Equipment repaired

(ii) in relation to Services, to one or more of the following (at Jayex's sole election):

(A) supplying the relevant Services again; or

(B) the payment of the reasonable costs to Customer of having the Services supplied again to the extent that such costs exceed the relevant Services Fee payable in respect of the relevant Services.

11. Change in Law or Third-Party Software

(a) If a Change in Law occurs after the Services Start Date, Jayex may, by notice to Customer, vary the Fees and Charges payable by Customer under this Agreement to reasonably reflect any increased cost incurred by Jayex in the performance of its obligations under this Agreement.

(b) For the purposes of paragraph (a), a "Change in Law" means the introduction of a new Law, any amendment to or change in application of an existing Law or the removal of an existing Law that has the effect (directly or indirectly) of increasing Jayex's costs in connection with the performance of its obligations under this Agreement.

(c) If Customer proposes to change any system, software or hardware which is provided by a third party or the Customer and which is either integrated with or connected to the Application or on which the Application is reliant (in whole or in part) to run and function properly (including but not limited to practice/clinical management systems ("Third Party Software")) during the term of this Agreement:

(i) Customer must notify Jayex in writing no later than 20 Business Days prior to replacing or amending the Third Party Software;

(ii) Jayex shall use reasonable endeavours to ascertain whether the Applications can be integrated with the new Third Party Software provided that Jayex may charge Customer for any work carried out under this clause 11(c)(ii) in accordance with Jayex's day rates applicable at the relevant time;

(iii) where Jayex determines (acting reasonably) that the Services may be integrated with the new Third Party Software without undue impact on Jayex's business, Jayex will within 5 Business Days notify Customer of any integration fee payable (if any) for the integration with the new Third Party Software with the Application (New Integration Fee);

(iv) Customer must advise Jayex within 5 Business Days of being advised of a New Integration Fee, whether it:

(A) accepts the New Integration Fee, in which case the New Integration Fee is payable in addition to all other Services Fees payable under this Agreement;

(B) rejects the New Integration Fee, in which case Jayex may in its sole and absolute discretion either:

(1) terminate this Agreement with immediate effect by providing written notification to Customer, or if later, with effect from the date Customer changes the Third Party Software;

(2) allow this Agreement to continue provided that Jayex shall have no further duty to provide any further Support Services or any services to integrate the Applications with the new Third Party Software unless and until the parties agree on the fees payable by Customer for such services.

(d) If Jayex determines (acting reasonably) that the Services cannot be integrated with the new Third Party Software without undue impact on Jayex's business, Jayex may immediately terminate this Agreement by written notice to Customer.

(e) If this Agreement is terminated pursuant to clause 11(c)(iv)(b) or clause 11(d), Jayex may render an invoice for the outstanding Services Fees that would be payable for the remainder of the relevant Licence Period (if any) if this Agreement had not been terminated prior to the end of the relevant Licence Period.

(f) Customer acknowledges that where it has subscribed for Applications or Services, Jayex will suffer loss if this Agreement were terminated prior to the end of the Initial Licence Period, unless Jayex can recover the Licence Fee for the full Initial Licence Period and Jayex is under no obligation to return any Services Fees paid in relation to Initial Licence Fee due to early termination.

12. Termination

(a) Jayex may terminate this Agreement immediately by giving written notice to Customer if Customer:

(i) fails to perform the Customer Obligations irrespective of whether such failure constitutes a material breach of this Agreement;

(ii) fails to pay to Jayex any sum due under this Agreement and the amount is outstanding 14 days or more beyond the due date for payment;

(iii) breaches any term of this Agreement other than a breach of the Customer Obligations and if the breach is capable of remedy, fails to remedy the breach within 14 days of receiving a notice requiring it to be remedied;

(iv) Customer takes any step or action in connection with its entering administration, provisional liquidation or any composition or arrangement with its creditors (other than in relation to a solvent restructuring), being wound up (whether voluntarily or by order of the court, unless for the purpose of a solvent restructuring), having a receiver appointed to any of its assets or ceasing to carry on business or, if the step or action is taken in another jurisdiction, in connection with any analogous procedure in the relevant jurisdiction;

(v) Customer suspends, or threatens to suspend, or ceases or threatens to cease to carry on all or a substantial part of its business;

(vi) Customer is unable to pay its debts as they fall due within the meaning of section 123 of the Insolvency Act 1986;

(vii) Customer's financial position deteriorates to such an extent that in Jayex's opinion Customer's capability to adequately fulfil its obligations under this Agreement has been placed in jeopardy; or

(viii) There has been a change of control of Customer (where "control" shall have the meaning ascribed to it in section 1124 of the Corporation Tax Act 2010).

(b) Where Jayex or a Financier arranges for a substitute service provider, Customer will execute a deed of novation in a form reasonably required by Jayex or the Financier.

(c) Termination of this Agreement is without prejudice to any rights accrued by a party prior to the date of termination.

(d) On termination or expiry of this Agreement:

(i) Customer shall immediately pay to Jayex all of Jayex's outstanding unpaid invoices and interest and, in respect of Services supplied but for which no invoice has been submitted, Jayex shall submit an invoice, which shall be payable by Customer immediately on receipt;

(ii) the provisions of clause 17.3 shall apply; and

(iii) all terms of this Agreement (including the licence granted to Customer by virtue of clause 17.2) shall immediately terminate (including the licence granted pursuant to clause 17.2) except for the following clauses which shall survive the termination or expiry of this Agreement: clauses 3.7, 3.8, 5.2, 5.3(d), 10, 12(d), 14, 15.2, 16, 17.1, 17.3, 18(i), 19-22 (inclusive).

13. Force Majeure

(a) If a party is substantially unable to perform its obligations (other than an obligation to pay money) under this Agreement because of a Force Majeure Event, the affected obligations are suspended for a period that is required to overcome the effect of the Force Majeure Event.

(b) Either party may terminate this Agreement immediately by giving written notice to the other party if the other party is substantially prevented from performing its obligations by a Force Majeure Event for 90 days or more.

14. Goods and services tax (VAT)

(a) Any reference in this Agreement to any monetary amount is a reference to that amount exclusive of VAT.

(b) If a VAT Amount is payable on the supply of any goods or services made by Jayex under this Agreement, then Customer must pay that VAT Amount at the prevailing rate.

15. Jayex Equipment and Risk and title

15.1 Supply of Jayex Equipment

(a) Jayex shall supply and Customer shall purchase the Jayex Equipment on the terms of this Agreement;

(b) In the event that any of the Jayex Equipment is not in accordance with the terms of this Agreement or any warranty provided by Jayex in respect of the Jayex Equipment then:

(i) Customer shall notify Jayex in writing as soon as becoming aware of any such matter;

(ii) Customer shall allow Jayex the opportunity to inspect the relevant Jayex Equipment; and

(iii) Where any such failure is caused or contributed to by Customer failing to comply with the Customer Obligations or any matter referred to as an Excluded Service (to the extent such matters relate to Jayex Equipment) then Jayex shall have no responsibility or liability to Customer in respect of such Jayex Equipment.

(c) Customer may request Jayex Equipment from Jayex at any time however Jayex shall be under no obligation to provide any Jayex Equipment until the nature of the Jayex Equipment to be provided and the price for such Jayex Equipment has been agreed by the parties.

(d) Once an e-mail or quotation for Jayex Equipment has been agreed and accepted by the parties, the Jayex Equipment described in that email or quotation will be provided under the terms of this Agreement, subject to payment by Customer of the applicable Fees and Charges as set out in the e-mail or quotation.

(e) Any quotes provided by Jayex will remain open for acceptance for a period of 60 days from the date of the relevant quote.

15.2 Risk and title

(a) The risk in the Jayex Equipment shall pass to Customer on delivery of the Jayex Equipment (as determined in accordance with clause 3.2(i)).

(b) Title to the Jayex Equipment shall not pass to Customer until Jayex receives payment in full (in cash or cleared funds) for the Jayex Equipment in respect of which payment has become due, in which case title to the relevant Jayex Equipment shall pass at the time of payment.

(c) Until title to the Jayex Equipment has passed to Customer, Customer shall:

- (i) Store the Jayex Equipment separately from all other equipment held by Customer, so that they remain readily identifiable as Jayex's property;
- (ii) not remove, deface or obscure any identifying mark or packaging on or relating to the Jayex Equipment;
- (iii) maintain the Jayex Equipment in satisfactory condition and keep them insured against all risks for their full price on Jayex's behalf from the date of delivery; and
- (iv) notify Jayex immediately if it becomes subject to insolvency, is the subject of a petition for creditor protection or a petition in bankruptcy or of any other proceedings under bankruptcy, insolvency or similar laws that makes an assignment for the benefit of creditors (or any event occurs, or proceeding is taken, with respect to the other party that has an effect equivalent or similar to any events mentioned in this clause).

(d) If before title to the Jayex Equipment passes to Customer, Customer becomes subject to any of the events listed in 15(c)(iv), then, without limiting any other right or remedy it may have, Jayex may at any time:

- (i) Require Customer to deliver up all Jayex Equipment in its possession which have not been resold, or irrevocably incorporated into another product; or
- (ii) Enter any premises of Customer or of any third party where the Jayex Equipment is stored to recover them.

16. Confidentiality

16.1 Disclosure of Confidential Information

No Confidential Information of a party (Disclosing Party) may be used or disclosed by the party receiving the Confidential Information (Receiving Party) to any person except:

- (a) to Representatives of the Receiving Party requiring the Information for the purposes of this Agreement;
- (b) with the written consent of the Disclosing Party which consent may be given or withheld in its absolute discretion;
- (c) if the Receiving Party is required to do so by Law or by a stock exchange; or
- (d) if the Receiving Party is required to do so in connection with legal proceedings relating to this Agreement.

16.2 Disclosure by recipient of Confidential Information

Any party disclosing Confidential Information under clauses 16.1(a) or 16.1(b) must use all reasonable endeavours to ensure that persons receiving Confidential Information from it do not disclose the Information except in the circumstances permitted in clause 16.1.

16.3 Use of Confidential Information

A Receiving Party must not use Confidential Information of the Disclosing Party except to the extent necessary for the purposes of exercising its rights or performing its obligations under this Agreement.

16.4 Excluded Information

Clauses 16.1 and 16.3 do not apply to the Excluded Information.

16.5 Return of Confidential Information

A Receiving Party must, on the request of the Disclosing Party, promptly deliver to the Disclosing Party all documents or other materials containing or referring to the Confidential Information of the Disclosing Party in its possession, power or control or in the possession, power or control of persons who have received Confidential Information from it under clauses 16.1(a) or 16.1(b) except where the Receiving Party is permitted by this Agreement to retain and use such Confidential Information.

16.6 No disclosure of terms of this Agreement

Except as otherwise agreed or duly required by Law, by any regulatory authority, or by any government agency, no party will disclose the terms of this Agreement to any person other than its employees, accountants, auditors, financial advisers or legal advisers on a confidential basis.

17. Intellectual Property

17.1 Jayex IP

(a) All Intellectual Property owned or created by Jayex including the Jayex Data Reports (Jayex IP) is and will remain the sole and exclusive property of Jayex and except for the rights of access and usage conferred on Customer under clause 17.2 Customer does not obtain any right, title, or interest in or to, any Jayex IP.

(b) Without limiting paragraph (a), the Jayex IP includes all Intellectual Property in and to any Jayex Equipment, the Applications, the Services and any other web based services provided by Jayex under or in connection with this Agreement.

(c) All drawings, illustrations, specifications and other literature and materials for or relating to the Jayex Equipment or the Services and whether supplied by or on behalf of Jayex to Customer remain the exclusive property of Jayex and must not be transferred to any other party without the previous written consent of Jayex other than as expressly permitted by clause

17.2.

(d) Customer will not use, reproduce or impart any such Information to any third party without the previous written consent of Jayex, except as expressly permitted by clause 17.2.

(e) If Customer becomes aware of any Claim, accusation, assertion or any other suggestion that any of the Jayex IP or the Jayex Equipment, materials or any of the Services infringes the Intellectual Property rights of any third party then:

(i) Customer shall immediately notify Jayex, giving Jayex as much detail as is known to Customer;

(ii) Customer shall allow Jayex to have full conduct of any related matters including the negotiation, conduct of and settlement or any proceedings;

(iii) Customer shall at its own cost provide Jayex with such assistance as Jayex reasonably requires in respect of any such matter.

(f) Customer shall enter into such further agreement requested by Jayex in the form requested by Jayex to give full effect to the provisions of this clause 17.1.

17.2 Jayex IP

(a) The use of the Applications by Customer shall be limited to its use in object form and Customer may not make any copies of the Application and shall only use the Applications for the internal business purposes of Customer.

(b) The licence granted under paragraph (a) excludes commercial exploitation of any nature.

(c) Customer must not challenge, dispute or infringe any Jayex IP in any way

17.3 Return of Jayex material

Other than materials owned by Customer or expressly licenced under this Agreement beyond the Subscription Period in accordance with clause 17.2, all material, documents, drawings and Information in any form whatsoever containing any Jayex IP or Confidential Information of Jayex must at Customer's sole cost and expense be returned to Jayex either on termination (for whatever reason) or expiry of this Agreement or earlier, at Jayex's request.

18. Data Protection

(a) In this clause, the terms "process", "processes", "processing", "personal data", "data processor", "data controller", and "data subject" shall have the meaning given in the Data Protection Act 1998, or the GDPR when it comes into force.

(b) Each party undertakes to comply with its obligations under relevant Data Protection Laws. To the extent that personal data is processed using Applications, the parties acknowledge that Jayex is a data processor, and Customer is the data controller and the parties shall comply with their respective obligations under the Data Protection Laws. Jayex agrees that it will only process personal data on behalf of, and in the name of, Customer.

(c) Where Data is processed by Applications, Jayex confirms that it merely acts as a data processor, will only process Data in accordance with the instructions of the data controller; and has taken, as well as its subcontractors, licensors and hosts, sufficient 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, having regard to the state of technological development and cost of implementing any measures, to ensure a level of security appropriate to the harm that might result from such unauthorised or unlawful processing or accidental loss, destruction or damage and the nature of the personal data to be protected.

(d) Where Jayex processes any personal data which is provided to it by Customer then:

(i) Jayex shall process that personal data only on the written instructions of Customer unless Jayex is required by the laws of any member of the European Union or by the laws of the European Union applicable to Jayex to process personal data (Applicable Laws). Where Jayex is relying on laws of a member of the European Union or European Union law as the basis for processing personal data, Jayex shall promptly notify Customer of this before performing the processing required by the Applicable Laws unless those Applicable Laws prohibit Jayex from so notifying Customer;

(ii) Jayex shall ensure that all personnel who have access to and/or process personal data are obliged to keep the personal data confidential;

(iii) Customer shall ensure that Customer is lawfully entitled to transfer the relevant personal data to Jayex so that Jayex may lawfully use, process and transfer the personal data in accordance with this Agreement on Customer's behalf;

(iv) Customer shall ensure that the relevant third parties have been informed of, and have given their consent to, such use, processing, and transfer as required by all applicable Data Protection laws;

(v) Jayex shall process the personal data only in accordance with the terms of this Agreement, as is reasonably required to perform the Services, and any lawful instructions reasonably given by Customer from time to time; and

(vi) each party shall take appropriate technical and organisational measures against unauthorised or unlawful processing of the personal data or its accidental loss, destruction or damage and, where applicable the parties will comply with the requirements of Article 32 of the GDPR;

(vii) Jayex shall not engage any third party to process any personal data unless Customer gives its written consent to the appointment of such third party. Where Jayex engages a third party to process personal data, it will enter with the third-party processor into a written agreement incorporating terms which are substantially similar to those set out in this clause 18;

(viii) where applicable, Jayex shall at Customer's cost and expense assist Customer in ensuring compliance with the obligations pursuant to Articles 32 to 36 of the GDPR taking into account the nature of processing and the Information available to Jayex;

(ix) where applicable, taking into account the nature of the processing, Jayex shall (at Customer's cost and expense) assist Customer by appropriate technical and organisational measures, insofar as this is possible, for the fulfilment of Customer's obligation to respond to requests for exercising the data subject's rights laid down in Chapter III of the GDPR;

(x) Jayex shall at the cost of Customer, (i) make available to Customer all Information necessary to demonstrate compliance with the obligations laid down in this clause 18 and (ii) allow for and contribute to audits, including inspections, conducted by Customer or another auditor mandated by Customer;

(xi) Jayex shall at the cost of Customer, (i) make available to Customer all Information necessary to demonstrate compliance with the obligations laid down in this clause 18 and (ii) allow for and contribute to audits, including inspections, conducted by Customer or another auditor mandated by Customer;

(xii) the parties shall enter into such further agreement as may be required by the GDPR in respect of the scope, nature, purpose, duration of processing of personal data and the types of personal data to be processed. Subject to compliance with the requirements of the GDPR such agreement shall be in the form reasonably required by Jayex.

(e) Personal data supplied to Jayex will only be used to administer Customer's account and to provide the goods and services Customer has requested from Jayex. From time-to-time Jayex will contact Customer with details of other goods, services and offers Jayex provides. By

accepting Jayex quotation, Customer consents to Jayex contacting it by post, e-mail, telephone and text message for this purpose.

(f) By accepting Jayex quotation, Customer consents to Jayex passing on its details onto other companies who Jayex uses to fulfil Customer's order/requirements.

(g) Customer may withdraw its consent at any time by: visiting Jayex website www.jayex.com; by sending an e-mail to operations@jayex.com.

(h) Customer acknowledges that Jayex is reliant on Customer for direction as to the extent to which Jayex is entitled to use and process any personal data comprised within the personal data supplied to Jayex by Customer. Consequently, Jayex will not be liable for any Claim brought by a data subject arising from any action or omission by Jayex, to the extent that such action or omission resulted from Customer's directions or failure to provide directions.

(i) Customer hereby agrees to indemnify on demand Jayex and defend Jayex at Customer's own expense from and against all losses, costs, claims, demands, damages and expenses suffered or incurred by Jayex or for which Jayex becomes liable arising out of or in connection with any failure by Customer or its employees or agents to comply with this clause 18.

19. Dispute Resolution

19.1 Negotiation

(a) A party (Initiating Party) claiming that a dispute has arisen must give the other party (Recipient Party) a notice setting out brief details of the dispute (Dispute Notice). Within 5 Business Days of service of a Dispute Notice, the Recipient Party must give the Initiating Party a notice setting out brief details of the Recipient Party's position on the dispute (Reply Notice).

(b) If Dispute and Reply Notices are given, senior Representatives of each party will enter into good faith discussions with the objective of settling the dispute. At least one meeting of these senior Representatives must take place within 10 Business Days of service of a Reply Notice.

19.2 No proceedings

(a) Except in cases where it seeks urgent interlocutory relief, each party agrees that it will not commence any legal proceedings or take any other action in relation to a dispute, without first following the procedures set out in clause 19.1.

(b) Nothing in this clause 19 will prevent a party from exercising any of its other rights under this Agreement.

20. Notices and other communications

20.1 Form – all communications

Unless any other means of serving a notice is expressly stated in this Agreement, all notices in connection with this Agreement must be:

(a) in writing;

(b) signed by the sender (if an individual) or an authorised officer of the sender; and

(c) marked for the attention of the Account Manager as identified in the details of the quotation (for delivery to Jayex) and Customer's contact details as stated on the quotation (for delivery to

the Customer); or if the recipient has notified otherwise, then marked for attention in the way last notified.

20.2 Delivery

(a) Communications must be:

(i) left at the address, set out on the quotation under delivery address (for delivery to Customer) and Jayex's address as stated on the quotation (for delivery to Jayex);

(ii) sent by prepaid ordinary post (airmail if appropriate) to the address set out on the quotation under delivery address (for delivery to Customer) and Jayex's address as stated on the quotation (for delivery to Jayex), or any correspondence address specified on Customer's purchase order;

(iii) by electronic mail.

(b) If the intended recipient has notified a changed address, then communications must be to that address.

20.3 When effective

Communications take effect from the time they are received or taken to be received under clause 20.4 (whichever happens first) unless a later time is specified.

20.4 When taken to be received

Communications are taken to be received:

(a) if sent by post, three days after posting (or seven days after posting if sent from one country to another); or

(b) if left at the address of a party, on signature of a delivery receipt; or

(c) if sent by electronic mail at the time of transmission.

20.5 Receipt outside business hours

Despite clauses 20.3 and 20.4, if communications are received or taken to be received after 5.00pm in the place of receipt or on a non-Business Day, they are taken to be received at 9.00am on the next Business Day and take effect from that time unless a later time is specified.

21. General

21.1 Entire agreement

This Agreement sets out the entire agreement between Jayex and Customer in relation to its subject matter. To the extent permitted by Law, Jayex excludes from this Agreement and accepts no liability for or in respect of any representation, statement or recommendation made, or advice or assistance given by Jayex except as expressly set out in this Agreement.

21.2 No partnerships

Nothing contained or implied in this Agreement constitutes a party the partner, agent, or legal representative of the other party for any purpose or creates any partnership, agency or trust, and neither party has any authority to bind the other party in any way.

21.3 Assignment and novation

(a) Customer may not assign, novate or otherwise deal with its rights under this Agreement (fully or partially) or allow any interest in them to arise or be varied in each case, without the consent of Jayex.

(b) Jayex may assign or novate its rights and obligations under this Agreement (partially or fully) to an alternative service provider or to any person nominated by a Financier. Customer will, at the request of Jayex or a Financier, promptly do all things reasonably required by Jayex or the Financier to affect such assignment or novation, including executing relevant documents such as a deed of novation (as applicable).

21.4 Remedies cumulative

The rights and remedies provided in this Agreement are in addition to other rights and remedies given by Law independently of this Agreement.

21.5 Variation and waiver

A provision of this Agreement or a right created under it, may not be waived or varied except in writing, signed by the party

or parties to be bound.

21.6 Indemnities

The indemnities in this Agreement are continuing obligations, independent from the other obligations of the parties under this Agreement and continue after this Agreement ends. It is not necessary for a party to incur expenses or make payment before enforcing a right of indemnity under this Agreement.

21.7 Costs

The parties agree to pay their own legal and other costs and expenses in connection with the preparation, execution and completion of this Agreement and other related documentation.

21.8 Governing law

This Agreement and its conditions, 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 laws of England and Wales.

21.9 Jurisdiction

Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or Claim arising out of or in connection with the Contract or its subject matter or formation (including non-contractual disputes or claims).

22. Interpretation

22.1 Definitions

In this Agreement, the following meanings apply:

Additional Services means any additional services performed by Jayex as set out in an additional quotation.

Agreement means this EULA and General Terms constituted as described in clause 22.2.

Agreement Date means the date of invoice for goods and services.

Application or Applications means each application or piece of software, including any Updates, developed by Jayex or its related entities and which is provided to Customer under this Agreement.

Business Day means a day other than a Saturday, Sunday or public holiday in England.

Claim means any allegation, debt, cause of action, liability, claim, proceeding, suit or demand of any nature howsoever arising and whether present or future, fixed or unascertained, actual or contingent whether at Law, in equity, under statute or otherwise.

Confidential Information means all Information disclosed to the Receiving Party by the Disclosing Party, or Information disclosed by another party which the Disclosing Party is required to keep confidential, including:

(a) Information relating to the business processes, clients, customers, methods, techniques, know-how of the Disclosing Party;

(b) Information which, either orally or in writing, is designated or indicated as being the proprietary or Confidential Information of the Disclosing Party or any of Group Companies or a third party to whom the Disclosing Party owes an obligation of confidentiality;

(c) Information derived or produced partly or wholly from the Information including any calculation, conclusion, summary or computer modelling; and

(d) Information which is capable of protection at Law or in equity as Confidential Information whether the Information was disclosed:

(e) orally, in writing or in electronic or machine readable form;

(f) before, on or after the date of this Agreement; or

(g) by the Disclosing Party, by any of its Group Companies, by any of their Representatives or by any other person.

Contact has the meaning given in clause 2(a).

Customer Contact means the person specified as the contact on the quotation fulfilling the role of Contact for the Customer as described in clause 2.

Customer Obligations means the performance by the Customer of its obligations as specified at clause 3.7 and elsewhere in this Agreement.

Customer Site means Customer's site for the Installation of Jayex Equipment, as described as the delivery address on the quotation.

Data means all data of whatever nature generated by or through the Application or otherwise in the course of provision by Jayex of the Services, all modifications to and representations of any such Data.

Data Protection Laws means (i) for so long as the GDPR is not directly applicable in the UK, the Data Protection Act 1998 or such other replacement or successor legislation or (ii) the GDPR for so long as it is directly applicable in the UK and in each case (i) and (ii) including all other national and European laws, regulations, secondary legislation, codes, directives, legally

binding guidance and legally binding decisions, to the extent that such have effect in the United Kingdom.

Disclosing Party has the meaning given in clause 16.1.

Encumbrance means any mortgage, lien, charge, pledge, assignment by way of security, security interest, title retention, preferential right or trust arrangement, Claim, covenant, profit a prendre, easement or any other security arrangement or any other arrangement having the same effect.

Equipment Fee means the fee payable by Customer to Jayex for the Jayex Equipment as set out in any quotation provided by Jayex to Customer.

Excluded Information means Information which:

(a) is in or becomes part of the public domain otherwise than through breach of this Agreement or an obligation of confidence owed to the Disclosing Party or any Group Companies of the Disclosing Party; or

(b) the Receiving Party can prove by contemporaneous written documentation was already known to it at the time of disclosure by the Disclosing Party, by any of its Group Companies, or by any of their Representatives (unless such knowledge arose from disclosure of Information in breach of an obligation of confidentiality); or

(c) the Receiving Party acquires from a source other than the Disclosing Party, any of its Group Companies, or any of their Representatives, where such source is entitled to disclose it.

Financier means any person with any interest in or Encumbrance over any Jayex Equipment to which Jayex has consented.

Force Majeure Event means any event or circumstance that is outside the reasonable control of a party and includes acts of gods, sabotage, terrorism, war, invasion and any Change in Law which means that the cost of delivering Services becomes unviable for Jayex.

GDPR means the General Data Protection Regulation ((EU) 2016/679) and any national implementing laws, regulations and secondary legislation in respect of the General Data Protection Regulation, in each case as amended or updated from time to time.

General Terms means these clauses 1 to 22.

Health and Safety Laws means to the extent applicable to the Customer all laws, statutes, regulations, subordinate legislation, common law and other national, international, European Union laws, judgments, decisions and injunctions of any court or tribunal, and legally binding codes of practice and guidance notes to the extent that they relate to or apply to the health and safety of any person.

Information means all information regardless of its form.

Initial Subscription Period means the period of 12 months from and including the Service Start Date and expiring on the day immediately preceding the first anniversary of the Service Start Date.

Installation means the installation and commissioning by Jayex of Jayex Equipment at a Customer Site (as applicable).

Installation Date means the date for Installation agreed between Customer and Jayex or otherwise arranged by Jayex in accordance with clause 3.2(c).

Installation Fee means the fee payable for Installation of the Jayex Equipment as specified in the quotation or Order form.

Installation Services means the services provided by Jayex in conducting the Installation (as applicable).

Intellectual Property (IP) means all patents, copyright, moral rights, registered designs, registered and unregistered trademarks, trade secrets, know-how and confidential information and all other intellectual property as defined in Article 2 of the Convention Establishing the World Intellectual Property Organisation of July 1967.

Interest Rate means the rate per annum of 8% above the Bank of England base rate from time to time.

Internet Connectivity means access to the Application through a web portal.

Jayex means Jayex Limited, 2 Claridge Court, Lower Kings Road, Berkhamsted, HP4 2AF, England. Registered in England, Company No. 15843905.

Jayex Contact means the person specified as Account Manager on the quotation fulfilling the role of Contact for Jayex as described in clause 2, or an assigned fulfilment officer designated to fulfil delivery, Installation and commissioning of Jayex goods and services.

Jayex Data Reports means the reports that Jayex provides from time to time to the Customer which are outputs of the Services, including reports generated via Internet Connectivity by Jayex or by Customer.

Jayex Equipment means the touchscreen, digital signage systems or any other Jayex goods to be installed by Jayex as specified in the quotation to Customer and any subsequent quotation or order form provided to Customer by Jayex.

Jayex IP has the meaning given in clauses 17.1(a) and 17.1(b).

Law means all laws applicable to the provision of the Services including all laws, regulations, procedures, codes and standards.

New Integration Fee has the meaning ascribed to it in clause 11(c)(iii).

Order means a written order form, statement of work, or other ordering document agreed between Customer and Jayex that specifies the Recurring Subscription Services, equipment, or other products and services to be provided under this Agreement, including applicable fees, payment terms, and any additional terms and conditions. Each Order shall be deemed incorporated into and governed by this Agreement.

Receiving Party has the meaning given in clause 16.1.

Reconnection Fee means the charge of £100 plus VAT, payable by Customer to Jayex for reinstating access to any Recurring Subscription Services that have been suspended due to Customer's failure to make timely payment. The Reconnection Fee must be paid in full before service is restored.

Recurring Subscription Services means the ongoing provision of software, cloud-based services, or other subscription-based offerings by Jayex to Customer under this Agreement, for which fees are charged on a periodic basis (e.g. annually) until terminated in accordance with the terms of this Agreement. Recurring Subscription Services exclude any one-time purchases, professional services, or equipment sales unless expressly stated otherwise in an applicable Order form.

Renewal Term means the Subscription Period that immediately follows the current Subscription Period.

Representative of a person includes an employee, agent, officer, director, auditor, adviser, partner, consultant, joint venture, sub-contractor or invitee of that person.

Services means the Services referred to in clause 3 as relevant.

Services Fees means the annual Fees and Charges payable by Customer for Services either (i) as detailed in any quotation provided by Jayex to Customer, or if not stated, (ii) in accordance with Jayex's standard rates as notified to Customer from time to time.

Service Levels means the Services Levels published from time to time by Jayex and available at the following location, <https://www.jayex.com/service-level-agreement/>.

Services Start Date means:

(a) the date Services commence, which shall be as close as practicable to the date specified on the Jayex invoice, which shall be notified in writing in advance by Jayex to Customer; or

(b) if applicable, the date Additional Services commence, which shall be as close as practicable to the date specified in an additional quotation detailing the Additional Services required.

Subscription Period means as applicable either (i) the Initial Subscription Period or (ii) any subsequent 12 month period from and including the relevant anniversary of the Service Start Date and expiring on the day immediately preceding the next applicable anniversary of the Service Start Date.

Support Services means assistance to Customer in the manner indicated in clause 3.5 to resolve any problems experienced by Customer in relation to use of the Application, Internet Connectivity and/or the Jayex Equipment.

Third Party Software has the meaning ascribed to it in clause 11(c).

Update means any new release of or supplement to the Application issued by Jayex or its related entities and designed to correct errors identified in one or more of the Applications, comply with legislative requirements, or add extra program features or functionality, but specifically excludes any new release of the Application designated by Jayex or its related entities as a new version.

VAT means value added tax or such replacement taxation implemented by the UK Government from time to time.

VAT Amount means, the standard prevailing rate as set by HM Revenue and Customs at the time of invoicing.

22.2 This Agreement

(a) When an Additional Services quotation is executed by the parties, it is incorporated into this Agreement.

(b) This Agreement incorporates the Service Levels and the warranty terms and conditions (where applicable) provided by Jayex to the Customer in respect of the Applications and/or the Jayex Equipment which are hereby incorporated by reference.

(c) In the event of any inconsistency or conflict between the documents described in paragraph(b), then the terms of this EULA shall take precedence to the extent necessary to resolve such conflict or inconsistency.

22.3 References to certain general terms

A reference in this Agreement to:

(a) (variations or replacement) a document (including this Agreement) includes any variation or replacement of it;

(b) If any provision or part-provision of this Agreement 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 this Agreement;

(c) (clauses and schedules) a clause or schedule is a reference to a clause in or schedule to this Agreement;

(d) (reference to statutes) a statute, ordinance, code or other law includes regulations and other instruments under it and consolidations, amendments, re-enactments or replacements of any of them;

(e) (singular includes plural) the singular includes the plural and vice versa;

(f) (person) the word "person" includes an individual, a firm, a body corporate, a partnership, a joint venture, or an unincorporated body or association;

(g) (executors, administrators, successors) a particular person includes a reference to the person's executors, administrators, successors, substitutes (including persons taking by novation) and assigns;

(h) (two or more persons) an agreement, representation or warranty in favour of two or more persons is for the benefit of them jointly and each of them individually;

(i) (reference to a group of persons) a group of persons or things is a reference to any two or more of them jointly and to each of them individually;

(j) (pounds) UK pounds, £ or GBP is a reference to the lawful currency of the United Kingdom;

(k) (meaning not limited) the words "include", "including", "for example" or "such as" when introducing an example, do not limit the meaning of the words to which the example relates to that example or examples of a similar kind;

(l) References to "written" or "in writing" shall not include email or fax unless expressly stated to the contrary in this Agreement; and

(m) This Agreement does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Agreement.

22.4 Next Business Day

If an event under this Agreement must occur on a stipulated day which is not a Business Day then the stipulated day will be taken to be the next Business Day.

22.5 Headings

Headings (including those in brackets at the beginning of paragraphs) are for convenience only and do not affect the interpretation of this Agreement.

Updated 03/02/2025