

**CENTRIXCONNECT – STOCK MANAGEMENT
SOFTWARE AS A SERVICE CONTRACT**

DATE OF CONTRACT:

202[]

PARTIES:-

- (1) **DLS HEALTH LIMITED**, a private limited company incorporated in England and Wales with company number 13537675, whose registered office is at C/O Genko Ltd, 6th Floor, 120 Bark Street, Bolton BL1 2AX (**DLS**); and
- (2) **THE CLIENT**, whose details are stipulated in the Particulars below (**Client**).

IT IS AGREED AS FOLLOWS:

- A. DLS has developed an online cloud-based software platform known as “Centrix Connect” which it makes available to clients via the internet on a subscription basis, as more particularly described in the Particulars below.
- B. The Client wishes to access and use the “Centrix Connect” platform in connection with its business operations, including to manage their product stockholdings within a multi-site operation.
- C. In consideration of the payment of a monthly subscription fee and other applicable fees stipulated in the Particulars, DLS has agreed to grant to the Client a right and licence to use the “Centrix Connect” platform on and subject to the terms of the Contract.
- D. The Contract comprises and is made up of the following documents:
 - a. the below Particulars;
 - b. any User Requirements Specification (as defined in the general terms and conditions appended to the Particulars) prepared and issued by DLS;
 - c. the general terms and conditions appended to the Particulars (including the Schedule(s)); and
 - d. any other document which DLS and the Client agree in writing forms part of the Contract,(collectively, the documents referred to at (a) to (d) inclusive shall be the **Contract**).
- E. In the event of any conflict, discrepancy or ambiguity between any two or more of the contract documents referred to in paragraph D above, a term contained in a document higher in the list shall have priority over one contained in a document lower in the list.

PARTICULARS

Client Details: Full Name Company Number Registered Office Principal Place of Business (if different)	[INSERT CLIENT DETAILS]
Commencement Date:	
Initial Subscription Term:	12 months from the Commencement Date
Platform:	The online cloud-based software platform known as "Centrix Connect" which allows access to the stock management module, where the client is able to book in their ordered products into different stockholding locations, utilising on a multi-site model and other functionality
Subscription Fees and other fees, Invoice Frequency and Payment Terms:	Subscription Fee for core Platform: (exclusive of VAT) per calendar month. Fees for any additional bespoke services provided by DLS pursuant to clause 4.6 of the general terms and conditions appended to these Particulars shall be as stipulated by DLS in the relevant User Requirements Specification. Where DLS' charges are calculated on a time and materials basis, DLS' rates and charges in force at the then given time shall apply (as notified from time to time by DLS to the Client). Invoice frequency: monthly in advance. Payment terms: Thirty (30) days of the date of the invoice, to a bank account nominated in writing by DLS from time to time.
Minimum Hardware and Third Party Software Requirements:	[INSERT DETAILS OF ANY MINIMUM HARDWARE AND SOFTWARE REQUIREMENTS TO ACCESS THE PLATFORM]
Permitted Purposes:	[INSERT DETAILS OF ANY SPECIFIC PURPOSES FOR WHICH USE OF THE PLATFORM IS TO BE LIMITED]
Usage Restrictions:	[INSERT ANY LIMITATIONS OR RESTRICTIONS ON USE]

<u>DLS Account Manager:</u> E-mail (including for the purposes of clause 17 (Notices)) Contact number <u>Client Account Manager:</u> E-mail (including for the purposes of clause 17 (Notices)) Contact Number	
Schedule(s):	1. Data Processing Schedule.
Special Terms (if any):	

SIGNATURES

	DLS HEALTH LIMITED	[INSERT CLIENT DETAILS]
Signature of Authorised Signatory		
Name	David Page	
Position	Operations Director	
Date		



DLS HEALTH LIMITED – CENTRIX CONNECT GENERAL TERMS AND CONDITIONS

1. INTERPRETATION

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

Account Managers: means the individuals separately appointed by each of DLS and the Client from time to time who shall serve as each party's primary contacts for the other party's activities under the Contract, whose details are set out in the Particulars or such replacement individual as notified in writing by the relevant party to the other party pursuant to clause 4.7.

Applicable Data Protection Laws: means all applicable data protection and privacy legislation in force from time to time in the UK including but not limited to the UK GDPR (as defined in in section 3(10) (as supplemented by section 205(4)) of the DPA 2018) and the Data Protection Act 2018 (DPA 2018).

Applicable Laws: means all applicable laws, statutes, regulations, industry standards, rules, codes and/or guidance from time to time in force.

Authorised Users: means: (a) the employees, self-employed workers, contractors, representatives and agents of the Client; and (b) the employees, self-employed workers, contractors, representatives and agents of a customer of the Client, who are authorised by the Client to use the Services and the Documentation.

Bespoke Item: shall have the meaning set out in clause 4.6.

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

Client Data: means the data and information inputted by the Client, Authorised Users or DLS on the Client's behalf for the purpose of using the Services or facilitating the Client's or Authorised Users' use of the Services (including without limitation relevant product information such as stock lists, stock levels, prices, and delivery times).

Client Marks: means the Client's proprietary trade marks, trade names, branding, or logos made available to DLS in connection with the Platform, Services or Documentation.

Commencement Date: shall have the meaning stipulated in the Particulars.

Confidential Information: means information that is proprietary or confidential and is either clearly labelled as such or would be regarded as confidential by a reasonable business person, but excluding any information stipulated in clause 11.1.

Contract: shall have the meaning stipulated in the Particulars.

Data Processing Schedule: means the data processing terms included as a schedule to these general terms and conditions, as amended by DLS from time to time.

Dispute: shall have the meaning set out in clause 18.

DLS Marks: means DLS' proprietary trade marks, trade names, branding, or logos made available for use in connection with the Services or Documentation pursuant to the Contract.

DLS Policies: means those business codes, policies, rules and procedures of DLS which are notified to the Client by DLS (including DLS' fair usage policy relating to the Platform) and as amended, updated or replaced by DLS from time to time.

Documentation: means the documentation made available to the Client by DLS from time to time in connection with the Services, including the TQR Document.



Fees: means the fees payable by the Client to DLS as stipulated or referred to in the Particulars (including the Subscription Fee(s)).

Group: means in relation to a company (wherever incorporated), that company, any company of which it is a subsidiary from time to time (its holding company) and any other subsidiaries from time to time of that company or its holding company.

Initial Subscription Term: shall have the meaning stipulated in the Particulars.

Minimum System Requirements: means the minimum requirements for hardware and third party software which the Client must have in place in order to receive, access and make use of the Services as initially detailed in the Particulars.

Normal Business Hours: means 8.30am to 5.00pm local UK time, during each Business Day.

Particulars: means the completed particulars which accompanies these general terms and conditions and which has been signed on behalf of DLS and the Client.

Permitted Purposes: means any specific or limited purposes for which the Client is licensed to access and use the Platform under the Contract as detailed in the Particulars.

Platform: means the online cloud-based software platform known as “Centrix Connect” made available by DLS as part of the Services.

Services: means the subscription services relating to the Platform provided by DLS to the Client under the Contract, as more particularly described in the Documentation and any additional bespoke services which DLS may provide pursuant to clause 4.6 as more particularly described in the relevant User Requirements Specification (where applicable).

Subscription Fee(s): means the core monthly subscription fee payable by the Client to DLS for access to and use of the Platform, as stipulated in the Particulars and, where DLS provides additional bespoke services pursuant to clause 4.6, the monthly subscription fee(s) for a Bespoke Item as stipulated in the relevant User Requirements Specification.

Subscription Term: shall have the meaning given in clause 2.

Support Services Policy: means DLS’ policy for providing support in relation to the Services, as may be updated by DLS from time to time.

Terms of Use: means the terms of use applicable to Authorised Users of the Platform, as amended by DLS from time to time.

TQR Document: means the document prepared by DLS entitled ‘DLS Health – Trust, Quality & Reliability’ which, inter alia, describes the functionality and security components of the Platform (as may be amended, updated or replaced by DLS from time to time).

Usage Restrictions: means any specific usage restrictions for which the Client is not permitted to use the Services, as stipulated in the Particulars (where applicable).

User Accounts: means the user accounts which entitle Authorised Users to access and use the Services.

User Requirements Specification: means a document prepared, completed and issued by DLS and which has been signed on behalf of DLS and the Client which outlines, inter alia, the scope of the additional bespoke services which DLS agrees to provide in accordance with clause 4.6 and corresponding additional fees and charges (including the basis for calculation).

Virus: means any thing or device (including any software, code, file or programme) which may: prevent, impair or otherwise adversely affect the operation of any computer software, hardware, network or data, any telecommunications service, equipment or network or any other service or device including worms, trojan horses, viruses and other similar things or devices and **Viruses** shall be construed accordingly.



Vulnerability: means a weakness in the computational logic (for example, code) found in software and hardware components that when exploited, results in a negative impact to the confidentiality, integrity, or availability.

- 1.2 In the Contract: clause headings are inserted for convenience only and shall not affect the construction or interpretation of the Contract; references to clauses are to the clauses of these general terms and conditions; words denoting the singular shall include the plural and vice versa; words denoting any gender shall include all genders; any reference to any law, statute, statutory provision, statutory instrument, directive, subordinate legislation, code of practice or guideline shall be construed as a reference to the same as may be amended, consolidated, modified, extended, re-enacted or replaced from time to time; use of words such as "include", "including" and "in particular" shall not limit the generality of any preceding or following words which are not intended to be exhaustive and a reference to "writing" or "written" includes email (save as otherwise expressly set out in these general terms and conditions) but excludes fax.

2. SUBSCRIPTION TERM

The Contract shall come into force or shall be deemed to have come into force (as applicable) on the Commencement Date and subject at all times to earlier termination in accordance with these general terms and conditions, shall remain in force for the Initial Subscription Term and shall automatically continue thereafter unless and until terminated in accordance with these general terms and conditions (**Subscription Term**).

3. USER ACCOUNTS

- 3.1 Subject to the Client paying the relevant Subscription Fees and other fees stipulated in the Particulars (where applicable) and the restrictions set out in these general terms and conditions, DLS hereby grants to the Client a non-exclusive, non-transferable and revocable right and licence, without the right to grant sub-licences, to permit the Authorised Users to use the Services and the Documentation during the Subscription Term only for the Permitted Purposes, subject to the Usage Restrictions (where applicable).
- 3.2 The Client is responsible for creating and administering User Accounts for its Authorised Users and undertakes that it will not allow any User Account to be used by more than one individual Authorised User.
- 3.3 The Client shall not, and shall procure that the Authorised Users shall not, access, store, distribute or transmit any Viruses, or any material during the course of its use of the Services that:
- a. is unlawful, harmful, threatening, defamatory, obscene, infringing, harassing or racially or ethnically offensive;
 - b. facilitates illegal activity;
 - c. depicts sexually explicit images;
 - d. promotes unlawful violence;
 - e. is discriminatory based on race, gender, colour, religious belief, sexual orientation, disability;
 - f. is otherwise illegal or causes damage or injury to any person or property; or
 - g. is in breach of or otherwise infringes Applicable Laws,

and DLS reserves the right at its absolute discretion, without liability or prejudice to any of its other rights or remedies, to disable the Client's and any Authorised User's access to any material that breaches the provisions of this clause and/or the Services generally.

- 3.4 The Client shall not (and shall procure that Authorised Users and other third parties shall not):
- a. except as may be permitted by any Applicable Law which is incapable of exclusion by agreement between the parties and except to the extent expressly permitted by the Contract:

- (i) attempt to copy, modify, duplicate, create derivative works from, frame, mirror, republish, download, display, transmit, or distribute all or any portion of the Platform and/or Documentation (as applicable) in any form or media or by any means; or
 - (ii) attempt to de-compile, reverse compile, disassemble, reverse engineer or otherwise reduce to human-perceivable form all or any part of the Platform; or
 - b. access all or any part of the Services and Documentation in order to build a product or service which competes with the Services and/or the Documentation; or
 - c. use the Services and/or Documentation to provide services to third parties (save for Authorised Users as contemplated by the Contract); or
 - d. subject to clause 16.6, license, sell, rent, lease, transfer, assign, distribute, display, disclose, or otherwise commercially exploit, or otherwise make the Services and/or Documentation available to any third party except the Authorised Users; or
 - e. attempt to obtain, or assist third parties in obtaining, access to the Services and/or Documentation, other than as provided under this clause 3; or
 - f. introduce or permit the introduction of, any Virus or Vulnerability into DLS' network and information systems.
- 3.5 The Client shall use best endeavours to prevent any unauthorised access to, or use of, the Services and/or the Documentation and, in the event of any such unauthorised access or use, promptly notify DLS in writing.
- 3.6 The Client undertakes that it shall take steps to prevent access to or use of the Services by an Authorised User where that Authorised User is (or is acting on behalf of) a customer of the Client, and who the Client considers (acting reasonably and in good faith) is no longer an actual customer of the Client, and the Client shall promptly disable that Authorised User's access.
- 3.7 The rights provided under this clause 3 are granted to the Client only, and shall not be considered granted to any member of the Client's Group, unless agreed otherwise in writing in advance by DLS.

4. SERVICES

- 4.1 DLS shall, during the Subscription Term, provide the Services and make available the Documentation to the Client on and subject to the terms of the Contract.
- 4.2 DLS shall use commercially reasonable endeavours to make the Services available 24 hours a day, seven days a week, except for:
- a. planned maintenance carried out outside Normal Business Hours;
 - b. unscheduled maintenance performed at any time, provided that DLS has used reasonable commercial endeavours to give the Client reasonable advance notice; and
 - c. emergency maintenance (security vulnerability patch or similar) performed at any time on such notice as may be reasonably practicable in the circumstances (as determined by DLS).
- 4.3 DLS shall, as part of the Services and at no additional cost to the Client, provide the Client with DLS' standard client support services during Normal Business Hours only in accordance with DLS' Support Services Policy in effect at the relevant time that the Services are provided. DLS may amend the Support Services Policy in its sole and absolute discretion from time to time.
- 4.4 Notwithstanding any other provision in these general terms and conditions, DLS shall be entitled at any time and without notice to update the Platform, including to correct faults or add functionality.
- 4.5 The Services are not intended to be used as the sole basis for any business decision, and are based upon data which is provided by third parties, the accuracy, correctness and/or completeness of which it would not be possible and/or economically viable for DLS to guarantee. DLS is therefore not able to accept any liability other than under clause 7.1, for:

- a. the legality, reliability, integrity, accuracy, correctness, completeness and quality of all Client Data which arises as a result of information or data provided to DLS by the Client, any Authorised User or any other third party;
 - b. any failure by the Services to achieve any particular result for the Client, any Authorised User or any third party;
 - c. any transactions or purported transactions for the supply of products entered into by or on behalf of the Client via the Platform; and
 - d. the performance, operation or security of any third party application, site, system, program or service which the Platform integrates or otherwise interacts with.
- 4.6 The Client may request from time to time that DLS develops, bespoke for the Client, a module, function, tool or other feature of the Platform (or module, function, tool or other feature which integrates with the Platform) ("**Bespoke Item**"). Where DLS agrees to provide such additional bespoke services, it shall prepare, complete and issue to the Client a User Requirements Specification. The relevant Subscription Fee for the Bespoke Item shall be as stipulated in the relevant User Requirements Specification and shall be paid in accordance with the payment terms stipulated in the Particulars and clause 9. DLS grants to the Client, or shall procure the direct grant to the Client of, a non-exclusive, royalty-free, revocable (with or without cause) licence to use the Bespoke Item in connection with the Client's use of the Platform (such licence to automatically expire upon the termination or expiry of the Contract).
- 4.7 The parties acknowledge that they have each appointed an Account Manager to oversee the matters contemplated in the Contract. The Account Managers shall arrange and convene meetings (in such form and manner as agreed in writing between the parties from time to time) on a regular basis at agreed intervals to discuss the Services and any queries or concerns that the Client may have in connection with the Services. If either party decides to replace its Account Manager during the Subscription Term, it shall notify the other party of its decision in writing as soon as reasonably practicable of the identity of such replacement.

5. DATA PROTECTION

- 5.1 The parties shall comply with the provisions of Part 1 of the Data Processing Schedule with regard to the processing of personal data.
- 5.2 The parties have determined that, for the purposes of Applicable Data Protection Laws, DLS shall process the personal data set out in Part 2 of the Data Processing Schedule as a data processor on behalf of the Client. Should the determinations in this clause change, the parties shall work together in good faith to make any changes that are necessary to this clause 5 and the Data Processing Schedule.

6. THIRD PARTY PROVIDERS

The Client acknowledges that the Services may enable or assist it to access websites and materials owned by third parties. The Client accesses any such third-party websites and materials at its own risk. DLS makes no representation, warranty or commitment and shall have no liability or obligations whatsoever in relation to the content or use of any such third-party websites or materials, or any transactions completed by the Client with a third party.

7. DLS' OBLIGATIONS

- 7.1 DLS undertakes that the Services will, during the Subscription Term, be performed with reasonable skill and care and substantially in accordance with the Documentation.
- 7.2 The undertaking at clause 7.1 shall not apply to the extent of any non-conformance which is caused by use of the Services in breach of the Contract, contrary to DLS' instructions or directions, or modification or alteration of the Services by any party other than DLS. If the Services do not conform with the foregoing undertaking, DLS will use reasonable endeavours to correct any such non-conformance in a timely manner, or provide the Client with an alternative means of accomplishing the desired performance. Such correction

or substitution constitutes the Client's sole and exclusive remedy for any breach of the undertaking set out in clause 7.1.

- 7.3 Having regard, among other things, to the independent hosting of the Services by a third party cloud hosting provider selected at DLS' absolute discretion, DLS:
- a. does not warrant or guarantee in any way:
 - (i) the uptime service availability for the Services; or
 - (ii) that the Client's use of the Services will be uninterrupted or error-free; or
 - (iii) that the Services, Documentation and/or information or data obtained by the Client through the Services will meet any specific business, operational or other requirements of the Client; or
 - (iv) the Services will be free from Vulnerabilities or Viruses; or
 - (v) the Platform, Documentation or Services (as the context permits) will comply with any Applicable Laws relating to cybersecurity;
 - 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 Client acknowledges that the Services may be subject to limitations, delays and other problems inherent in the use of such communications facilities.
- 7.4 In the event of any loss or damage to Client Data which results from DLS' breach, wilful default or negligence, the Client's sole and exclusive remedy against DLS shall be for DLS to use reasonable commercial endeavours to restore the lost or damaged Client Data from the latest back-up of such Client Data maintained by DLS. DLS shall not be responsible for any loss, destruction, alteration or disclosure of Client Data caused by any third party.
- 7.5 Without prejudice to any of the other rights and remedies of DLS, DLS shall not be liable for any failure or delay in complying with any of its obligations under the Contract nor for any error or omission in the provision of the Services to the extent that any such failure, delay, error or omission is caused by or is attributable to any failure by the Client to comply with any of its obligations under the Contract.

8. CLIENT'S OBLIGATIONS

- 8.1 The Client shall:
- a. provide DLS with all necessary assistance and co-operation in relation to the Contract, and all necessary access to such data, information and Client personnel as may be required by DLS at any time (including in order to verify: (i) the Client's compliance with the Contract and (ii) the Fees payable by the Client for the Services);
 - b. be solely responsible for and shall carry out integration and configuration of the Services across all Authorised Users;
 - c. comply in all respects with all Applicable Laws with respect to its activities under the Contract;
 - d. obtain and shall maintain all necessary licences, consents, approvals and permissions required in respect of the lawful operation of its business (including, where applicable, a wholesale dealer's authorisation (WDA) licence) and sale of its products;
 - e. provide, for DLS and its employees, self-employed workers, contractors, representatives and agents, in a timely manner and at no charge, access to such data and information as may be required by DLS in order to provide the Services;
 - f. be solely responsible for ensuring at its own expense that its IT systems meet at all times the Minimum Systems Requirements and the Client shall ensure that at all times it is fully licenced to



use any third party software as specified in the Minimum Systems Requirements and that it fully complies with the terms and conditions of all such third party software licences;

- g. be responsible for ensuring that the Authorised Users have been provided with a copy of, and comply with, the Terms of Use;
- h. ensure that the Authorised Users use the Services in accordance with the terms of the Contract and the Terms of Use;
- i. obtain and shall maintain all necessary licences, consents and permissions for DLS, its contractors and agents to perform their obligations under the Contract, including without limitation the Services;
- j. comply with the DLS Policies and procure compliance on the part of Authorised Users in relation to the same;
- k. refrain from any practices or activities that would, or that may be reasonably expected to, negatively impact DLS' business or reputation, or the reputation or market perception of the Services;
- l. be, to the extent permitted by Applicable Laws 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 DLS' data centres, and all problems, conditions, delays, delivery failures and all other loss or damage arising from or relating to the Client's network connections or telecommunications links or caused by the internet; and
- m. immediately report to DLS any issues, incidents or bugs that compromise or have the potential to compromise the stability, reliability and security of the Platform.

8.2 The Client warrants and undertakes that it will not (and shall procure that any and all Authorised Users do not) use the Services (or any part thereof) for penetration testing (or similar), without the prior written consent of DLS.

8.3 The Client is solely responsible for all acts and omissions of Authorised Users in connection with and arising through their use of the Services. Any act or omission by an Authorised User that would constitute a breach of the Contract will be deemed a breach of the Contract by the Client.

8.4 The Client shall: (a) own all right, title and interest in and to all of the Client Data that is not personal data, and (b) have sole responsibility for the legality, reliability, integrity, accuracy, correctness, completeness and quality of all Client Data including personal data provided by or on behalf of the Client to DLS.

8.5 The Client hereby grants (or shall procure the direct grant) to DLS of a non-exclusive, royalty free licence to use and process the Client Data and to use the Client Marks during the Subscription Term for the purpose of providing the Services and otherwise as may be reasonably necessary to enable DLS to discharge its obligations and exercise the rights granted to it under the Contract. The Client warrants that DLS' use of the Client Data and/or Client Marks will not infringe the rights (including intellectual property rights) of any third party.

9. FEES AND PAYMENT

9.1 The Client shall pay the Fees stipulated in the Particulars (including the Subscription Fees) to DLS in accordance with this clause 9 and the Particulars.

9.2 DLS' records of the Client's access to and use of the Services shall be used as the basis of calculation of any Fees payable under the Contract, as the context permits.

9.3 If DLS has not received payment within five (5) days after the due date, DLS may (without prejudice to any other rights and remedies that it may have):

- a. and without liability to the Client, disable the Client's access to all or part of the Services and DLS shall be under no obligation to provide any or all of the Services while the invoice(s) concerned remain unpaid; and
 - b. interest shall accrue on a daily basis on such due amounts at an annual rate equal to 4% over the then current base lending rate of DLS' bankers in England from time to time, commencing on the due date and continuing until fully paid, whether before or after judgment.
- 9.4 All Fees and other amounts stated or referred to in the Contract (including the Subscription Fees) shall be payable in pounds sterling, are (subject to clause 13.3b)) non-cancellable and non-refundable, are exclusive of value added tax or equivalent tax (which shall be added to DLS' invoice(s) at the appropriate rate) and shall be paid without set-off, deduction or withholding (save as otherwise required by Applicable Laws).
- 9.5 Subject to clause 9.6, DLS shall be entitled to increase the Subscription Fees on an annual basis with effect from the first anniversary of the Commencement Date and each subsequent anniversary date on prior notice to the Client and the relevant Fees shall be deemed to have been adjusted accordingly.
- 9.6 DLS agrees that any increase to the relevant Fees pursuant to clause 9.5 shall not exceed a percentage increase in the Retail Prices Index (All Items) (RPI) over the preceding twelve-month period plus two percent (2%). For the purpose of this clause 9.6, "Retail Prices Index" means the general index for all items published by the Office for National Statistics or any substituted index, or index figures, published by such office or, if no such substituted index or index figures are published, such other index or index figures as DLS considers appropriate.

10. PROPRIETARY RIGHTS

- 10.1 The Client acknowledges and agrees that DLS and/or its licensors own all intellectual property rights in the Platform, the Services, any Bespoke Item, the Documentation and the DLS Marks. To the extent that any such intellectual property rights vest in the Client, the Client hereby irrevocably assigns to DLS such intellectual property rights with effect from creation. To the extent this clause is not effective to assign such intellectual property rights to DLS, or where requested by DLS, the Client shall take such further actions, to the extent commercially reasonable, and sign such additional documents as reasonably requested by DLS to effect the assignment.
- 10.2 Except as expressly stated in these general terms and conditions, the Contract does not grant the Client any rights to, under or in, any patents, copyright, database right, trade secrets, trade names, trade marks (whether registered or unregistered), or any other rights or licences in respect of the Platform, Services, any Bespoke Item, the Documentation or DLS Marks.
- 10.3 The Client will promptly notify DLS if the Client becomes aware of any infringement of any intellectual property rights in the Platform, Services, any Bespoke Item, Documentation or DLS Marks and will fully co-operate with DLS in any legal action taken by DLS to enforce DLS' intellectual property rights.

11. CONFIDENTIALITY AND PUBLICITY

- 11.1 Each party may be given access to Confidential Information from the other party in order to perform its obligations under the Contract. A party's Confidential Information shall not be deemed to include information that:
- a. is or becomes publicly known other than through any act or omission of the receiving party;
 - b. was in the other party's lawful possession before the disclosure;
 - c. is lawfully disclosed to the receiving party by a third party without restriction on disclosure; or
 - d. is independently developed by the receiving party, which independent development can be shown by written evidence.

- 11.2 Subject to clause 11.4, each party shall hold the other party's Confidential Information in confidence and shall not make the other party's Confidential Information available to any third party, or use the other party's Confidential Information for any purpose other than the implementation of the Contract.
- 11.3 Each party shall take all reasonable steps to ensure that the other party's Confidential Information to which it has access is not disclosed or distributed by its employees or agents in violation of the terms of the Contract.
- 11.4 A party may disclose Confidential Information to the extent such Confidential Information is required to be disclosed by Applicable Laws, by any governmental or other regulatory authority or by a court or other authority of competent jurisdiction, provided that, to the extent it is legally permitted to do so, it gives the other party as much notice of such disclosure as possible and, where notice of disclosure is not prohibited and is given in accordance with this clause 11.4, it takes into account the reasonable requests of the other party in relation to the content of such disclosure.
- 11.5 The Client acknowledges that details of the Platform, Services, any Bespoke Item and the Documentation and the results of any performance tests of the Services, constitute DLS' Confidential Information.
- 11.6 DLS acknowledges that the Client Data is the Confidential Information of the Client.
- 11.7 Subject to clause 11.8, no party shall make, or permit any person to make, any public announcement concerning the Contract without the prior written consent of the other party (such consent not to be unreasonably withheld or delayed), except as required by Applicable Laws, any governmental or regulatory authority (including, without limitation, any relevant securities exchange), any court or other authority of competent jurisdiction.
- 11.8 DLS reserves the right at any time to state, in marketing, advertising and promotional communications relating to the Platform and/or the Services, that the Client uses the Platform for its business operations without further reference to the Client.
- 11.9 The above provisions of this clause 11 shall survive termination of the Contract, however arising.

12. INDEMNITY

- 12.1 The Client shall defend, indemnify and hold harmless DLS against any and all claims, actions, proceedings, losses, liabilities, damages, expenses and costs (including without limitation court costs and reasonable legal fees) arising out of or in connection with or concerning: (a) the Client's or any Authorised User's use of the Platform, Services, any Bespoke Item and/or Documentation; (b) the Client's breach of the Contract; and/or (c) any breach of the warranty at clause 8.5.
- 12.2 DLS shall defend the Client against any claim that the Client's use of the Services or Documentation in accordance with the Contract is proven to infringe any United Kingdom patent effective as of the Commencement Date, copyright, trade mark, database right or right of confidentiality, and shall indemnify the Client for any amounts awarded against the Client in judgment or settlement of such claims, provided that:
- DLS is given prompt written notice of any such claim;
 - the Client does not make any admission, or otherwise attempt to compromise or settle the claim and provides reasonable co-operation to DLS in the defence and settlement of such claim; and
 - DLS is given sole authority to defend or settle the claim.
- 12.3 In the defence or settlement of any claim pursuant to clause 12.2, DLS may procure the right for the Client to continue using the Services, replace or modify the Services so that they become non-infringing or, if such remedies are not reasonably available, terminate the Contract on two (2) Business Days' written notice to the Client without any additional liability or obligation to pay damages (including liquidated damages) or other additional costs to the Client.

12.4 In no event shall DLS, its employees, agents and sub-contractors be liable to the Client to the extent that the alleged infringement is based on:

- a. a modification or alteration of the Services or Documentation by anyone other than DLS; or
- b. the Client's use of the Services or Documentation in a manner contrary to the instructions and/or directions given to the Client by DLS; or
- c. the Client's use of the Services or Documentation after notice of the alleged or actual infringement from DLS or any appropriate authority.

12.5 The foregoing and clause 13.3(b) state the Client's sole and exclusive rights and remedies, and DLS' (including DLS' employees, agents and sub-contractors') entire obligations and liability, for infringement of any patent, copyright, trade mark, database right or right of confidentiality.

13. LIMITATION OF LIABILITY

13.1 Except as expressly and specifically provided in the Contract:

- a. the Client assumes sole responsibility for, and DLS shall have no liability whatsoever for, results obtained from the use of the Services and the Documentaion by the Client, and for conclusions drawn from such use. DLS shall have no liability whatsoever for any damage caused by errors or omissions in any information, data, instructions or scripts provided to DLS by the Client in connection with the Services, or any actions taken by DLS at the Client's direction;
- b. all warranties, representations, conditions and all other terms of any kind whatsoever implied by statute or common law are, to the fullest extent permitted by applicable law, excluded from the Contract; and
- c. the Services and the Documentation are provided to the Client on an "as is" basis.

13.2 Nothing in the Contract excludes the liability of DLS where such exclusion or liability is prohibited by Applicable Laws.

13.3 Subject to clause 13.1 and clause 13.2:

- a. DLS shall not be liable whether in tort (including for negligence or breach of statutory duty), contract, misrepresentation, restitution or otherwise for any loss of actual or anticipated profits or sales; loss of contracts; loss of use of money; loss of anticipated savings; loss of revenue; loss of business; ex gratia payments; loss or depletion of goodwill; loss of reputation; loss of operation time; loss of opportunity; loss caused by the diminution in value of any asset and/or similar losses; loss or corruption of data or information; pure economic loss, or for any special, indirect or consequential loss, costs, damages, charges or expenses however arising under the Contract; and
- b. DLS' maximum aggregate liability to the Client (in contract (including in respect of the indemnity given at clause 12.2), tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise, arising under or in connection with the Contract in respect of each claim (or a series of connected claims) shall be limited to an amount equal to the actual Subscription Fees paid by the Client to DLS pursuant to the Contract in the twelve (12) month period immediately preceding the date on which the claim arose or if such liability is incurred before the first twelve (12) month anniversary of the Commencement Date, an amount equal to the average Subscription Fees paid by the Client during the months from the Commencement Date to the date on which the claim arose multiplied by the remaining months of the initial twelve (12) month period.

13.4 Nothing in the Contract excludes the liability of the Client for any breach, infringement or misappropriation of DLS' intellectual property rights.

13.5 Nothing in this clause 13 shall limit the Client's payment obligations under the Contract.

14. TERMINATION

- 14.1 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 five (5) 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 which breach is incapable of remedy and if such breach is remediable fails to remedy that breach within a period of thirty (30) days after being notified in writing to do so;
 - c. the other party suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due or admits inability to pay its debts or is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986;
 - d. the other party 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), applying to court for or obtaining a moratorium under Part A1 of the Insolvency Act 1986, 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;
 - e. the other party suspends or ceases, or threatens to suspend or cease, carrying on all or a substantial part of its business; or
 - f. the other party's financial position deteriorates so far as to reasonably justify the opinion that its ability to give effect to the terms of the Contract is in jeopardy.
- 14.2 Without affecting any other right or remedy available to it, DLS may terminate the Contract with immediate effect by giving written notice to the Client if:
- a. the Client repeatedly breaches any of the terms of the Contract in such a manner as reasonably to justify the opinion that its conduct is inconsistent with it having the intention or ability to give effect to the terms of the Contract;
 - b. the Client is in breach of, or is reasonably suspected to be in breach of, any of its obligations under clause 8; or
 - c. the Client does, or causes anything to be done, which in the reasonable opinion of DLS brings or is likely to bring the name, image and/or reputation of DLS into disrepute.
- 14.3 Without affecting any other right or remedy available to it, either party may terminate the Contract for convenience (without cause) on giving to the other party not less than three (3) months' prior written notice, to expire on or after the end of the Initial Subscription Term.
- 14.4 On termination of the Contract for any reason:
- a. all licences granted under the Contract shall immediately terminate and the Client shall immediately cease and shall procure that the Authorised Users immediately cease, all use of the Services and Documentation and if requested to do so by DLS certify to DLS in writing via a senior officer of the Client that it has done so;
 - b. the Client shall promptly (and in any event within five (5) Business Days) pay to DLS all of DLS' outstanding unpaid invoices and interest and, in respect of any Services that have been supplied but for which no invoice has been submitted, DLS may submit an invoice, which shall be payable and shall be paid by the Client within five (5) Business Days of 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. DLS may destroy or otherwise dispose of any of the Client Data in its possession unless DLS receives, no later than ten (10) days after the effective date of the termination of the Contract, a written request for the delivery to the Client of the then most recent copy of the Client Data. DLS shall use reasonable commercial endeavours to export said Client Data to the Client within thirty (30) days of its receipt of such a written request, provided that the Client has, at that time, paid all fees and charges outstanding at and resulting from termination (whether or not due at the date of termination). The Client shall pay all reasonable costs and expenses incurred by DLS in returning or disposing of Client Data; 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.

15. FORCE MAJEURE

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

16. GENERAL

- 16.1 Save as expressly contemplated by these general terms and conditions, no variation of the Contract shall be effective unless it is in writing and signed by the parties.
- 16.2 No failure or delay by a party to exercise any right or remedy provided under the Contract or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy.
- 16.3 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. If any provision or part-provision of the Contract is deemed deleted under this clause 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.
- 16.4 The Contract (and the documents expressly referred to herein) constitute the entire agreement between the parties and supersede and extinguish all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.
- 16.5 Each party acknowledges and agrees 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. Nothing in this clause shall limit or exclude any liability for fraud.
- 16.6 The Client shall not, without the prior written consent of DLS, assign, transfer, charge, sub-contract, sub-licence or deal in any other manner with all or any of its rights or obligations under the Contract. DLS may at any time assign, transfer, charge, sub-contract, sub-licence or deal in any other manner with all or any of its rights or obligations under the Contract.
- 16.7 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.
- 16.8 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.

16.9 The Contract may be executed in any number of counterparts, each of which shall constitute a duplicate original, but all the counterparts shall together constitute the one agreement.

17. NOTICES

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

- a. delivered by hand or sent by pre-paid first-class post or other next working day delivery service to the other party at its address set out in the Particulars, or such other address as may have been notified by that party in writing for such purposes; or
- b. sent by email to:
 - (i) if addressed to DLS, to DLS' Account Manager at the email address set out in the Particulars; and
 - (ii) if addressed to the Client, to the Client's Account Manager at the email address set out in the Particulars,

or to such other email address as notified in writing by that party to the other party from time to time.

17.2 Any notice shall be deemed to have been received:

- a. if delivered by hand, at the time the notice is delivered to the proper address;
- b. if sent by pre-paid first-class post or other next working day delivery service, at 9.00 am on the second Business Day after posting; or
- c. if sent by email, at the time of transmission, or, if this time falls outside Normal Business Hours in the place of receipt, when Normal Business Hours resume, provided that in each case the sender has not received a message stating that the email cannot be delivered for any reason.

17.3 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.

18. DISPUTE RESOLUTION

If any dispute or difference between the parties arises out of or in connection with the Contract or the performance, validity or enforceability of it (**Dispute**) then the respective Account Managers of DLS and of the Client shall first attempt to resolve the Dispute in good faith. If the Account Managers are for any reason unable to resolve the Dispute within ten (10) days of it being referred to them under this clause 18, the Dispute shall be referred to the Managing Director (or equivalent) of DLS and the Managing Director (or equivalent) of the Client in an attempt to resolve the Dispute in good faith. If the Managing Director of DLS and the Managing Director of the Client are for any reason unable to resolve the Dispute within ten (10) days of it being referred to them under this clause 18, then either party may commence legal proceedings against the other (save that nothing in this clause shall prevent any party from applying at any time to the courts for injunctive or other interim relief).

19. 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 English law.

20. JURISDICTION

Subject to clause 18, each party irrevocably agrees that the English courts 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).

Data Processing Schedule – Centrix Connect Software as a Service Contract

The definitions and rules of interpretation in the Particulars and the Centrix Connect general terms and conditions apply in this Schedule.

Part 1 – Data Processing Provisions

1. For the purposes of this Data Processing Schedule, the terms **controller, processor, data subject, personal data, personal data breach** and **processing** shall have the meaning given to them in the UK GDPR. **Client Personal Data** means any personal data, including that comprised within the Client Data, which DLS processes in connection with the Contract, in the capacity of a data processor on behalf of the Client.
2. Both parties will comply with all applicable requirements of, and respective obligations under, the Applicable Data Protection Laws.
3. Without prejudice to the generality of paragraph 2, the Client will ensure that it has all necessary and appropriate consents and notices in place to enable the lawful transfer of and provision of access to Client Personal Data to DLS for the duration and purposes of the Contract, so that DLS may lawfully use, process and transfer the Client Personal Data in accordance with the Contract on the Client's behalf.
4. In relation to the Client Personal Data, Part 2 of this Data Processing Schedule sets out the scope, nature and purpose of processing by DLS, the duration of the processing and the types of personal data and categories of data subject.
5. Without prejudice to the generality of paragraph 2, DLS shall, in relation to the Client Personal Data:
 - i. process that Client Personal Data only on the documented written instructions of the Client, which shall be to process the Client Personal Data for the purposes set out in Part 2 of this Data Processing Schedule unless DLS is required by Applicable Data Protection Laws to otherwise process that Client Personal Data;
 - ii. ensure that any personnel engaged and authorised by DLS to process Client Personal Data have committed themselves to confidentiality or are under an appropriate statutory or common law obligation of confidentiality;
 - iii. assist the Client insofar as this is possible (taking into account the nature of the processing and the information available to DLS), and at the Client's cost and written request, in responding to any request from a data subject and in ensuring the Client's compliance with its obligations under Applicable Data Protection Laws with respect to security, breach notifications, impact assessments and consultations with supervisory authorities or regulators;
 - iv. at the written direction of the Client, delete or return Client Personal Data and copies thereof to the Client on termination of the Contract unless DLS is required by Applicable Laws to continue to process or store that Client Personal Data. For the purposes of this paragraph, Client Personal Data shall be considered deleted where it is put beyond further use by DLS;
 - v. maintain records to demonstrate its compliance with this paragraph 5 and allow for reasonable audits by the Client or the Client's designated auditor (at the Client's cost), for this purpose, and provided that:
 1. any such audit takes place during Normal Business Hours and with no unreasonable disruption to DLS' business;
 2. the Client provides DLS with reasonable advance written notice of such audit;
 3. the Client (or its designated auditor) will have access only to information relating to the processing of Client Personal Data and DLS' compliance with DLS' associated obligations under this Data Processing Schedule; and
 4. the Client (or its designated auditor) will not have access to any information that is proprietary to DLS or confidential information that DLS holds on behalf of third parties.

6. The Client hereby provides its prior, general authorisation for DLS to:
- i. appoint and replace any processors to process the Client Personal Data (including any third-party hosting provider), provided that DLS shall ensure that the terms on which it appoints such processors comply with Applicable Data Protection Laws, and are broadly consistent with the obligations imposed on DLS in this Data Processing Schedule; and
 - ii. transfer or store Client Personal Data outside of the United Kingdom, European Union or the country where the Client and Authorised Users are located as required for the purpose referred to in paragraph 5 (i), provided that DLS shall ensure that all such transfers are effected in accordance with Applicable Data Protection Laws. For these purposes, the Client shall promptly comply with any reasonable request of DLS, including any request to enter into standard data protection clauses adopted by the EU Commission from time to time (where the EU GDPR applies to the transfer) or adopted by the UK Information Commissioner's Office from time to time (where the UK GDPR applies to the transfer) and or take any other action as may be requested by DLS or otherwise required from time to time in order to legitimise any such transfer.
7. Each party shall ensure that it has in place appropriate technical and organisational measures, reviewed and approved by the other party, to protect against unauthorised or unlawful processing of personal data and against accidental loss or destruction of, or damage to, personal data, appropriate to the harm that might result from the unauthorised or unlawful processing or accidental loss, destruction or damage and the nature of the data to be protected, having regard to the state of technological development and the cost of implementing any measures (those measures may include, where appropriate, pseudonymising and encrypting personal data, ensuring confidentiality, integrity, availability and resilience of its systems and services, ensuring that availability of and access to personal data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of the technical and organisational measures adopted by it). For the purpose of this paragraph, DLS' technical and organisational measures shall be as set out in the TQR Document.
8. Each party shall notify the other party without undue delay on becoming aware of a personal data breach involving the Client Personal Data.
9. Subject to clause 13.2 of the main general terms and conditions, DLS shall have no liability for any loss or damage caused by or arising from:
- i. DLS processing the Client Personal Data in accordance with the Client's instructions, or for any consequences in the event that such processing otherwise infringes Applicable Data Protection Laws;
 - ii. DLS refusing to comply with the Client's instructions in respect of processing the Client Personal Data due to concerns that compliance will cause a breach or infringement of Applicable Data Protection Laws.

Part 2 – Particulars of Data Processing

1. Particulars of Processing

- 1.1 Scope: Provision of the Services.
- 1.2 Nature: DLS may require technical access (only) to certain Client Data to enable provision of the Services.
- 1.3 Purpose of processing: To enable the provision of the Services to the Client.
- 1.4 Duration of the processing: The term of the Contract.

2. Types of Personal Data

- Full name;

- Email address;
- Telephone number;
- Home address;
- Licence numbers (where applicable); and
- IP address; Device information; Geo coordinates; Cookie identifiers; Account username.

3. Categories of Data Subject

- The employees, self-employed workers, contractors and agents of the Client.
- The employees, self-employed workers, contractors and agents of a Client customer.