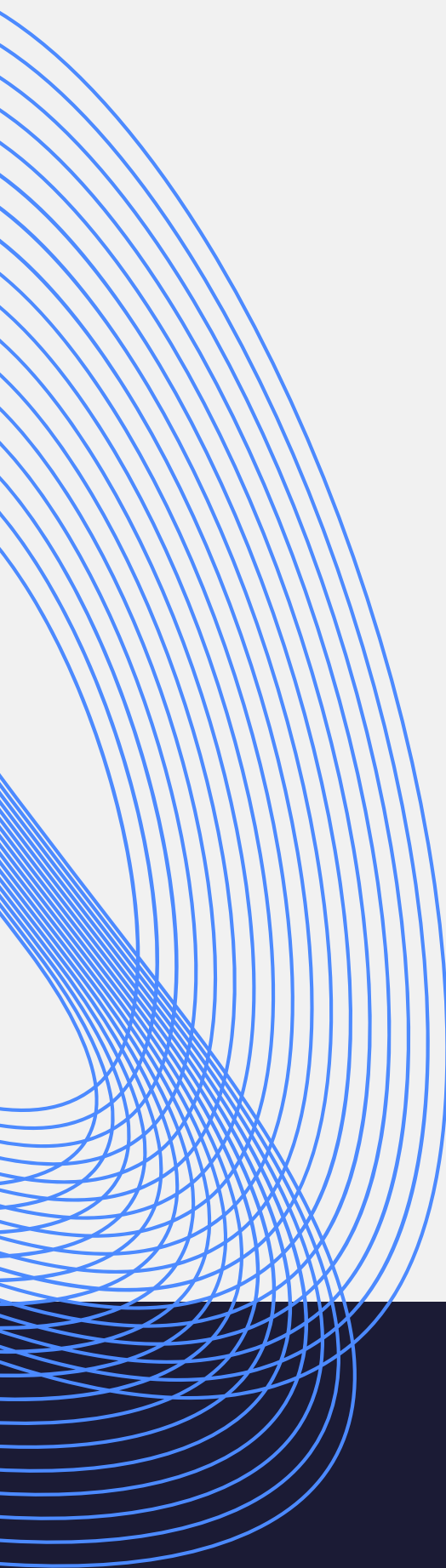




MYOLLA CASE MANAGEMENT (MYOLLA-CM)

Terms and Conditions



1. Definitions and Interpretation

1.1 Capitalised terms used in these Terms and Conditions shall have the meanings given to them in the applicable Call-Off Contract, unless expressly defined otherwise in this document.

1.2 In these Terms and Conditions:

- Service means the Myolla Case Management software-as-a-service platform, as described in the Service Definition.
- Supplier means Centrocol Limited or the relevant Myolla-CM operating entity.
- Customer means the organisation procuring the Service.
- Authorised Users means the Customer's employees, contractors, or agents authorised to access the Service.
- Order Form means the order, call-off, or purchase document incorporating these Terms.
- UK GDPR means the UK General Data Protection Regulation and the Data Protection Act 2018.
- Customer Data means all data submitted to or generated within the Service by or on behalf of the Customer.

2. Order of Precedence

2.1 In the event of any conflict or inconsistency, the following order of precedence shall apply:

- the applicable Call-Off Contract where one exists;
- the Order Form and Pricing Schedule;
- the Service Definition; and
- these Terms and Conditions.

3. Supply of the Service

3.1 The Supplier shall provide the Customer with access to the Service on a software-as-a-service basis for the term specified in the Order Form.

3.2 The Service is hosted in the United Kingdom or European Economic Area unless otherwise agreed.

3.3 The Supplier shall provide the Service using reasonable skill and care in accordance with generally accepted industry standards.

3.4 Unless expressly stated in the Order Form, the Service does not include implementation services, data migration, integrations, bespoke development, or training.

4. Service Availability and Maintenance

4.1 The Supplier shall use reasonable endeavours to make the Service available 24 hours a day, 7 days a week, excluding periods of planned maintenance and events outside the Supplier's reasonable control.

4.2 Planned maintenance will be notified in advance where reasonably practicable.

4.3 The Supplier does not warrant that the Service will be uninterrupted or error free.

5. Customer Responsibilities

5.1 The Customer is responsible for managing Authorised User access and permissions, ensuring that login credentials are kept secure, and all activity conducted using Customer accounts.

5.2 The Customer warrants that all Customer Data is accurate, lawful, and processed in compliance with applicable law, including UK GDPR.

6. User Access and Security

6.1 Access to the Service is limited to Authorised Users.

6.2 The Supplier may suspend or restrict access where reasonably necessary to protect the security or integrity of the Service or Customer Data.

6.3 The Customer shall promptly notify the Supplier of any unauthorised access or suspected security breach.

7. Data Protection

7.1 Each party shall comply with its respective obligations under UK GDPR.

7.2 For the purposes of UK GDPR, the Customer acts as Data Controller and the Supplier acts as Data Processor.

7.3 The Supplier shall process Personal Data only on documented instructions from the Customer and in accordance with applicable data protection law and any Data Processing Agreement in force between the parties.

7.4 A Data Processing Agreement or Data Processing Schedule may be incorporated by reference or provided separately where required.

8. Data Ownership and Retention

8.1 All Customer Data remains the property of the Customer.

8.2 Upon termination or expiry of the contract, the Customer may request an export of Customer Data in a commonly used format, and the Supplier shall retain Customer Data for a limited period, typically 30 to 90 days, before secure deletion, unless otherwise required by law.

9. Support and Maintenance

9.1 Standard support is included in the Service fee and covers incident logging, investigation, and resolution of service affecting defects.

9.2 Support is provided during UK business hours unless otherwise stated.

9.3 Enhanced or premium support services may be purchased separately.

10. Charges and Payment

10.1 Charges are as set out in the applicable Pricing Schedule or Order Form.

10.2 All charges are exclusive of VAT.

10.3 Unless otherwise stated, charges are invoiced annually in advance and payable within 30 days of invoice date.

11. Intellectual Property Rights

11.1 All Intellectual Property Rights in the Service remain the property of the Supplier or its licensors.

11.2 The Customer is granted a non exclusive, non transferable licence to use the Service for its internal business purposes during the contract term.

11.3 Nothing in this Agreement transfers ownership of Intellectual Property Rights to the Customer.

12. Confidentiality

12.1 Each party shall keep confidential all information disclosed by the other party that is marked or reasonably understood to be confidential.

12.2 Confidentiality obligations shall survive termination of the contract for a period of three years unless otherwise agreed in writing.

13. Liability

13.1 Nothing in these Terms and Conditions limits or excludes liability for death or personal injury caused by negligence, fraud or fraudulent misrepresentation, or any liability which cannot be excluded by law.

13.2 Subject to clause 13.1 and any applicable Call-Off Contract, the Supplier's total liability in any Contract Year shall not exceed 100 percent of the Charges paid by the Customer in that Contract Year.

13.3 The Supplier shall not be liable for indirect or consequential loss, including loss of profit or loss of business, to the extent permitted by law.

14. Term and Termination

14.1 The contract shall commence on the start date specified in the Order Form and continue for the agreed term.

14.2 Either party may terminate for material breach not remedied within 30 days of written notice.

14.3 Where applicable, the Customer may terminate for convenience in accordance with the terms of the relevant Call-Off Contract.

15. Force Majeure

15.1 Neither party shall be liable for failure or delay in performance caused by events beyond its reasonable control.

16. Sub contracting

16.1 The Supplier may engage sub contractors or sub processors to deliver the Service.

16.2 The Supplier remains responsible for the acts and omissions of its sub contractors.

17. Changes to the Service

17.1 The Supplier may update or enhance the Service from time to time.

17.2 The Supplier shall not make changes that materially reduce core functionality of the Service.

18. Governing Law and Jurisdiction

18.1 These Terms and Conditions are governed by the laws of England and Wales, and the parties submit to the exclusive jurisdiction of the English courts.

19. Entire Agreement

19.1 This Agreement constitutes the entire agreement between the parties in respect of the Service and supersedes all prior agreements or understandings relating to it.