

Terms & Conditions

Digital Modus Software Solutions Ltd

Terms and Conditions

1. Definitions and interpretation

- 1.1. In this Agreement, the following words and phrases shall have the following meanings:

"Access Requirements" means the access requirements set out in the Order Form or SoW

"Agreement" has means a contract between the Customer and Digital Modus Software Solutions on the terms of the Order Form or SoW, the Digital Modus Software Solutions Terms (as set out in clause 2.1 below) and (where applicable) the Framework Terms;

"Digital Modus Software Solutions Product" means the Digital Modus Software Solutions software set out in the Order Form or SoW

"Digital Modus Software Solutions Terms" means these Digital Modus Software Solutions General Terms and (where applicable under the Order Form) the attached Professional Services Terms, Products Terms, Resale Terms and Support Terms;

"Charges" means the Professional Services Charges, Product Charges and Support Charges (as applicable);

"Claim" means a claim brought against the Customer that the normal use possession of the Products or the Documentation in accordance with this Agreement infringes a third party's copyright;

"Confidential Information" means any information which is designated by the party disclosing it to be confidential (including, in respect of Digital Modus Software Solutions, the Products and the Documentation);

"Contract Year" means each period of 12 months starting on the date of this Agreement or an anniversary of the date of this Agreement;

"Customer" means the Customer specified on the Call-Off or contract

"Customer Data" means all data held in the Product and belonging to the Customer and/or its licensors

“Customer Failure” means a breach by the Customer of any Customer Responsibilities;

“Customer Responsibilities” means the responsibilities of the Customer set out in this Agreement;

“Data Tools” means tools, processes and applications including reporting tools, business intelligence (BI) applications, Artificial Intelligence applications, machine learning models, Large Language Models (LLM), data discovery, ETL processes, and predictive analytics

“Deliverable” means a deliverable provided by Digital Modus Software Solutions under this Agreement, including the deliverables set out in any agreed SoW, Contract or Call Off Agreement;

“Documentation” means any instruction manuals and other information associated with the Products which may be provided by Digital Modus Software Solutions to the Customer, whether in electronic form or otherwise;

“Framework Terms” means the terms of Government framework or any other framework agreement to which Digital Modus Software Solutions has agreed in writing, where the Customer purchases Products and/or Services from Digital Modus Software Solutions under the terms of the framework;

“GDPR” means the EU Directive 2002/58/EC and, once in force and applicable, the GDPR and any legislation and/or regulation implementing or made pursuant to them, or which amends, replaces, re-enacts or consolidates any of them from time to time, together with the equivalent laws in any applicable jurisdiction and the guidance and codes of practice issued by supervisory authorities;

“Licence Restrictions” means the licence restrictions for a Product set out in the Contract or Order Form or SoW

“Call Off Agreement” means a Call Off Agreement executed by Digital Modus Software Solutions and the Customer;

“Personal Data” means personal data (as defined in the GDPR) processed by Digital Modus Software Solutions on behalf of the Customer under this Agreement;

“Product” means a Digital Modus Software Solutions Product and/or Third Party Product as appropriate;

“Product Charges” means the charges for the Products set out in the Call Off Agreement;

“Professional Services” means the professional services set out in the Call Off Agreement;

“Professional Services Charges” means the charges for the Professional Services set out in the Contract SoW or Call Off Agreement;

“Renewal Period” has the meaning in respect of each Product set out in the Call Off Agreement;

“Services” means the services provided by Digital Modus Software Solutions under this Agreement, including (where applicable) the provision of access to the Products and/or the Third Party Products, the Professional Services and/or the Support Services;

“Support Services” means the support services set out in the Contract, Order Form, SoW or Call Off Agreement;

“Third Party Product” means the third party software or service set out in the Contract, Order Form, SoW or Call Off Agreement;

“User” means an employee of the Customer who is permitted to use the Products;

“Warranty Period” means a period of 90 days commencing on the earlier of (i) the date that the Product is first delivered to the Customer; and (ii) the date that the Customer first accesses or uses the Product; and

“Working Days” means Monday to Friday excluding bank and public holidays in the UK;

1.2. In this Agreement:

- 1.2.1. a reference to any law includes a reference to that law as amended, extended, consolidated or re-enacted from time to time;
- 1.2.2. the words “including” and similar words shall not limit the generality of the preceding words and shall be construed as if they were immediately followed by the words “without limitation”;
- 1.2.3. the headings are for ease of reference only and shall not affect the interpretation or construction of this Agreement; and references to this Agreement are references to this Agreement as amended from time to time.

2. Status

- 2.1. Each Call Off Agreement constitutes a separate contract subject to the Digital Modus Software Solutions Terms.
- 2.2. This Agreement will become binding on Digital Modus Software Solutions only from the date that the Call Off Agreement is signed by an authorised representative of Digital Modus Software Solutions.
- 2.3. The terms of this Agreement will apply notwithstanding any terms attached to any purchase order or otherwise provided to Digital Modus Software Solutions by the Customer.
- 2.4. If there is any conflict between the Call Off Agreement, the Digital Modus Software Solutions Terms and/or the Framework Terms, the Call Off Agreement will take precedence over the Digital Modus Software Solutions Terms and the Digital Modus Software Solutions Terms will take precedence over the any Framework Terms (to the extent permitted under the Framework Terms)

3. Customer Responsibilities

- 3.1. The Customer shall comply with the Customer Responsibilities.
- 3.2. If there is a Customer Failure then without prejudice to any of Digital Modus Software Solutions's other rights and remedies it:
 - 3.2.1. shall be granted an extension of time in respect of any time frame agreed by the parties based on the period of delay caused by the Customer Failure;
 - 3.2.2. shall not be deemed to be in breach of this Agreement where the Customer Failure causes Digital Modus Software Solutions to breach this Agreement; and
 - 3.2.3. may charge the Customer for any additional costs or expenses it incurs as a result of the Customer Failure.
- 3.3. Digital Modus Software Solutions may, on reasonable notice, visit any premises in which the Customer is using or accessing the Products to determine whether the use of the Products by the Customer complies with this Agreement. The Customer shall grant Digital Modus Software Solutions such access to its premises and to its IT equipment as is required to enable Digital Modus Software Solutions to verify that the Customer is complying with this Agreement.

- 3.4. Unless specifically agreed in writing, Customer will not, and will ensure that its end users, agents or 3rd parties under its control:
- 3.4.1. copy, modify, create a derivative work of, reverse engineer, decompile, translate, disassemble, export or move to another org. or otherwise attempt to extract any or all of the source code, objects, apex classes, data schemas, fields or logic contained in the Products or Services, whether these are contained within managed or unmanaged packages or within customer org (except to the extent such restriction is expressly prohibited by applicable law);
 - 3.4.2. sub-licence, transfer or distribute any or all of the Products or Services;
 - 3.4.3. sell, resell or otherwise make the Products or Services available as a commercial offering to a 3rd party or
 - 3.4.4. access or use the Services: (i) for High Risk Activities; (ii) in a manner intended to avoid incurring Charges
- 3.5. Where Customer is able to self-provision DigitalModus Software Solutions licences or has administrative control of their org where Digital Modus Software Solutions licences are deployed, the Customer must inform Digital Modus Software Solutions in writing within 30 days of any changes made to the number of users (or other applicable pricing units, such as log-ins) that have access to Digital Modus Software Solutions Products or Services. Digital Modus Software Solutions reserves the right to apply charges retrospectively for any such additional users that have had access to Digital Modus Software Solutions Products or Services at any time during this Agreement.

4. Payment and payment terms

- 4.1. Digital Modus Software Solutions will invoice the Customer for Charges in accordance with the timeframes set out in the Call Off Agreement.
- 4.2. The Customer shall pay Charges invoiced by Digital Modus Software Solutions in accordance with clause 4.1 above within 14 days of the date of the invoice.
- 4.3. If the Customer does not pay any Charges within 14 days of the date of the invoice, Digital Modus Software Solutions may:
- 4.3.1. suspend provision of all or any of the Services or the Customer's access to the Products; and/or
 - 4.3.2. charge interest at a daily rate on all sums outstanding until payment in full is received whether before or after judgement at a rate of 2%

above the base lending rate of Barclays Bank plc from time to time. Digital Modus Software Solutions reserves the right to claim interest under the Late Payment of Commercial Debts (Interest) Act 1998.

- 4.4. The Customer shall be responsible for any applicable sales, use or value-added taxes arising out of or in connection with this Agreement, other than UK corporation tax arising in respect of Digital Modus Software Solutions's income or profits. All payments due are expressed exclusive of UK Value Added Tax, which will be invoiced in addition where applicable.
- 4.5. The Customer shall reimburse Digital Modus Software Solutions for any reasonable travel and out-of-pocket expenses it incurs in the course of providing the Services.
- 4.6. Digital Modus Software Solutions may increase the Charges from time to time. The revised Charges shall take effect in accordance with any timeframes notified to the Customer by Digital Modus Software Solutions from time to time.
- 4.7. The process for resolving any disputes about invoices will be that the Customer pays the invoiced sum by the due date and that Digital Modus Software Solutions issues a credit note if it is subsequently shown to have invoiced the wrong amount.

5. Warranties

- 5.1. Each party warrants that it has full capacity and authority to enter into and perform this Agreement.
- 5.2. Digital Modus Software Solutions warrants that the Products will during the Warranty Period under normal use conform in all material respects with the functionality outlined in the Documentation. If the Customer notifies Digital Modus Software Solutions in writing of any material failure of a Product so to conform during the Warranty Period, Digital Modus Software Solutions shall at its own expense and sole option either correct any demonstrable failure in the Products within a reasonable time or upon return of the Product (where applicable) and the related Documentation provide or authorise a refund of the relevant Product Charge to the Customer. This shall be the Customer's sole remedy against Digital Modus Software Solutions for any fault with the Products or failure of the Products to conform with the functionality outlined in the Documentation.
- 5.3. Digital Modus Software Solutions warrants that it will provide the Services with reasonable skill and care and that the Services will be of a professional quality conforming to generally accepted computer service industry practices. The

Customer shall notify Digital Modus Software Solutions of any failure to comply with this warranty within 90 days of the provision of the relevant Services. The Customer's sole remedy against Digital Modus Software Solutions for any such failure shall be to require Digital Modus Software Solutions to correct such failure free of additional charge and within a reasonable time.

- 5.4. Except as expressly set out in this Agreement, all conditions, warranties, terms and undertakings, express or implied, whether by statute, common law, trade practice, custom, course of dealing or otherwise (including about quality, performance or fitness or suitability for purpose) in respect of the Products, the Documentation and the Services are excluded to the fullest extent permissible by law.

6. Intellectual Property Rights

- 6.1. Digital Modus Software Solutions owns, or is licensed to use, all copyright and other intellectual property rights in the Products and the Documentation.
- 6.2. Digital Modus Software Solutions will own any Intellectual Property Rights it creates in the course of providing the Services (including any Intellectual Property Rights in Deliverables). Any modifications or customisations to Digital Modus Software Solutions Products made in the course of performing the Services may be licensed to the Customer as per clause 6.5 below.
- 6.3. Save as expressly set out in this Agreement, the Customer does not acquire any rights in the Products or Services.
- 6.4. As part of the implementation of the Products or Services, Digital Modus Software Solutions may use other 3rd party software accepted best practice, and we do not expect to generate identifiable intellectual property or unique software code that is specific to each customer. However, in some cases, Digital Modus Software Solutions has pre-created a number of sub-modules, scripts, tools, software code (defined as Implementation IP) that may help to significantly improve the efficiency of delivery, data migration or integration tasks, as well as the quality of output for the Customer. Digital Modus Software Solutions may reuse software code (directly or in modified form) previously created by Digital Modus Software Solutions as part of our Products - such code will also be part of the Implementation IP. Digital Modus Software Solutions will retain all of the Intellectual Property Rights (IPR) for all Implementation IP in all cases.
- 6.5. Where the Customer has ordered the creation of a specific tool or script on a time and materials basis for their unique use case, Digital Modus Software Solutions will provide a perpetual, non-exclusive licence to the Customer following full payment of all fees due to Digital Modus Software Solutions. The

licence will be royalty-free, as is, on "no support" basis. Such licence will apply only for the purposes of the specific deployment. All such IPR will be considered "Pre Existing IPR" or "Background IPR" under the terms of the G-Cloud and other frameworks, and its inclusion in the deployment or implementation does not transfer any rights to the Customer, nor does it allow reproduction / copying / modification by the Customer or any third party without prior written consent from Digital Modus Software Solutions.

- 6.6. Digital Modus Software Solutions warrants that the use of the Products and the Documentation in accordance with this Agreement will not infringe any third party's copyright.
- 6.7. Subject to clauses 6.6 and 6.7, if there is a Claim, Digital Modus Software Solutions shall indemnify the Customer against any damages that are awarded to be paid to such third party in respect of such Claim provided that the Customer:
- 6.7.1. notifies Digital Modus Software Solutions of the Claim in writing as soon as reasonably practicable and in any event within 30 days of becoming aware of the Claim;
 - 6.7.2. does not make any admission of liability or compromise or agree any settlement of the Claim without
 - 6.7.3. Digital Modus Software Solutions's prior written consent and does not otherwise prejudice the defence of the Claim;
 - 6.7.4. gives Digital Modus Software Solutions, or such person as Digital Modus Software Solutions directs, immediate and complete control of the conduct or settlement of all negotiations and litigation arising from the Claim; and
 - 6.7.5. on payment of its reasonable costs, gives Digital Modus Software Solutions, and other third parties as Digital Modus Software Solutions directs, all assistance reasonably required with the conduct or settlement of any such negotiations or litigation.
- 6.8. Digital Modus Software Solutions shall have no liability for any claim of infringement based on the use of a superseded or altered release of a Product if the infringement would have been avoided by the use of a current unaltered release of the Product which Digital Modus Software Solutions provides to the Customer.
- 6.9. If a Claim is brought, Digital Modus Software Solutions shall have the right in its absolute discretion and at its own expense:

- 6.9.1. to procure the right for the Customer to continue using the Products and/or the Documentation in accordance with the terms of this Agreement;
 - 6.9.2. to make such alterations, modifications or adjustments to the Products and/or the Documentation so that they become non-infringing; or
 - 6.9.3. to replace the Products and/or the Documentation with non-infringing software and/or documentation.
- 6.10. If Digital Modus Software Solutions is unable to resolve a Claim by taking one of the actions under clause 6.7 Digital Modus Software Solutions may terminate this Agreement upon repayment to the Customer of the relevant Product Charges (less a reasonable deduction, determined by Digital Modus Software Solutions, in respect of any use of the Product made by the Customer). Any such payment such right shall be the Customer's sole and exclusive remedy under this Agreement in respect of the Claim.
- 6.11. If there is any claim attributable to the use or possession by the Customer of the Products and the Documentation other than in accordance with this Agreement, the provisions of clauses 6.4 to 6.8 shall not apply and Customer shall indemnify Digital Modus Software Solutions against all liabilities, costs and expenses which Digital Modus Software Solutions incurs as a result of the claim.

7. Limitation of liability

- 7.1. Nothing in this Agreement shall exclude or restrict the liability of either party to the other for death or personal injury resulting from the negligent act of one party or for liability for any fraudulent misrepresentation by either party.
- 7.2. Subject to clauses 7.1, and 7.3, the liability of Digital Modus Software Solutions to the Customer for direct loss in contract, tort or otherwise arising out of or in connection with this Agreement, the Customer's use of the Products or the Documentation and/or the Services shall be limited in aggregate during each Contract Year to the greater of £1,000 and the total Charges paid by the Customer to Digital Modus Software Solutions during the relevant Contract Year.
- 7.3. Subject to clause 7.1, in no circumstances shall Digital Modus Software Solutions be liable to the Customer in contract, tort, negligence, breach of statutory duty or otherwise in respect of any of the following arising out of or in connection with this Agreement or the Customer's use of the Products or the Documentation or the Services:

- 7.3.1. loss of profits, anticipated savings, revenue, goodwill or business opportunity;
 - 7.3.2. loss or corruption of or cost of restoration of data or for use of any results obtained by use of the Products;
 - 7.3.3. any indirect, consequential, financial or economic loss or damage, costs or expenses;
 - 7.3.4. loss of availability arising out of or in connection with the Products or Services or otherwise under, in connection with or in relation to this Agreement; or
 - 7.3.5. loss of access to the Products due to the failure by the Customer to comply with the Access Requirements.
- 7.4. If any of the limitations on Digital Modus Software Solutions' liability under this Agreement are adjudged to be unreasonable in the circumstances, then such limitation shall be increased to the amount that Digital Modus Software Solutions can recover from its insurer for the loss in question.
- 7.5. The payments due under this Agreement have been negotiated and agreed on the basis that the parties may exclude or limit their liability to each other as set out in this Agreement. The parties each confirm that they will themselves bear or insure against any loss for which the other party has limited or excluded liability under this Agreement.

8. Term

- 8.1. This Agreement shall commence on the date of this Agreement and shall continue until the termination or expiry of this Agreement in respect of all Products and the termination or expiry of all the Services.

9. Termination

- 9.1. Either party may terminate this Agreement by giving written notice to the other if the other commits a material or persistent breach of any term of this Agreement and that breach (if capable of remedy) is not remedied within 30 days of written notice being given requiring it to be remedied (and where such breach is not capable of remedy, the relevant party shall be entitled to terminate the Agreement with immediate effect).
- 9.2. This Agreement may be terminated by either party if an interim order is made, or a voluntary arrangement approved, or if a petition for bankruptcy order is presented or a bankruptcy order is made against the other party or if a receiver or trustee is appointed of the other party's estate or a voluntary

arrangement is approved or a notice is served of intention to appoint an administrator or an administrator is appointed by Court order or by any other means, or a receiver or administrative receiver is appointed over any of the other party's assets or undertaking or a resolution or petition to wind up the other party is passed or presented (otherwise than for the purposes of reconstruction or amalgamation), or if any circumstances arise which entitle the Court or a creditor to appoint a receiver, administrative receiver or administrator or to present a winding up petition or make a winding up order or any event occurs, or proceeding is taken, with respect to the other party in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the above events.

- 9.3. Upon termination or expiry of this Agreement all licences granted under this Agreement shall immediately terminate.
- 9.4. Termination of this Agreement shall not relieve the Customer of its obligation to pay any Charges that have accrued prior to termination
- 9.5. Any termination of this Agreement shall be without prejudice to any other rights or remedies either party may be entitled to under this Agreement or at law
- 9.6. Following termination of this Agreement (by either party for whatever reason) the Customer shall:
 - 9.6.1. within seven days at Digital Modus Software Solutions's option, either return to Digital Modus Software Solutions or destroy all copies of the Products and Documentation in its possession and a duly authorised officer of the Customer shall certify in writing to Digital Modus Software Solutions that the Customer has complied with such obligation; and
 - 9.6.2. as soon as reasonably practicable ensure that all data (including the Personal Data) is removed or deleted from the Products. If the Customer does not remove or delete the data within [14 days], Digital Modus Software Solutions may remove or delete the data (and will have no liability for the loss of such data)

10. Confidentiality

- 10.1. Neither party shall during the term of this Agreement or for a period of five years after expiry or termination of this Agreement:
 - 10.1.1. divulge or communicate to any person, company, business entity or other organisation;

- 10.1.2. use for its own purposes or for any purposes other than those of the other party; or
- 10.1.3. through any failure to exercise due care and diligence, cause any unauthorised disclosure of any trade secrets or Confidential Information relating to the other party. These restrictions will cease to apply to any such information that becomes available to the public generally other than through a breach of a duty of confidentiality owed to the other party. Neither party shall be restricted from disclosing the Confidential Information or any part of it pursuant to a judicial or other lawful government order, but only to the extent required by such order and subject to the party obliged to comply with such order giving the other party as much notice of the terms of the order as may be reasonably practicable.

10.2. Nothing in this clause 10 shall prevent:

- 10.2.1. Digital Modus Software Solutions from disclosing the Products to any third party;
- 10.2.2. the Customer from disclosing the Products to the Users, provided that the Customer remains responsible for the Users' compliance with the obligations of confidentiality set out in this Agreement; or
- 10.2.3. Digital Modus Software Solutions from including the name of the Customer in its publicity materials to reference the Customer's use of the Products.

10.3. Digital Modus Software Solutions acknowledges that the Customer is a public authority for the purposes of the Freedom of Information Act 2000 and may be required to disclose information about this Agreement to enquirers in accordance with the provisions of that Act. The Customer shall, where possible, notify Digital Modus Software Solutions in writing of any requests it receives for Confidential Information relating to Digital Modus Software Solutions and shall discuss with Digital Modus Software Solutions prior to the disclosure of such information any exemptions that may apply to such Confidential Information.

11. GDPR

- 11.1. This contract provides written authorisation (GDPR Article 29) for Digital Modus Software Solutions to provide services to the Customer (which is the 'Data Controller') as a 'Data Processor' (each as defined in the GDPR) in respect of any Personal Data.

- 11.2. Digital Modus Software Solutions provides services using one or more software platforms which means that one or more of those companies may be a sub-processor for this service to Digital Modus Software Solutions. In order to comply with GDPR Article 28.2, acceptance of this contract provides Digital Modus Software Solutions with written authorisation from the Customer to use those companies as a sub-processor. No additional sub-processors will be used by Digital Modus Software Solutions without prior written authorisation from the Customer.
- 11.3. Digital Modus Software Solutions will work with the appropriate supervisory organisation (GDPR Article 31), which in this legal jurisdiction is assumed to be the Information Commissioner's Office (ICO), where necessary and required.
- 11.4. Digital Modus Software Solutions will take appropriate measures to ensure the security of data processing activities, which are detailed in our ISO 27001:2015 certified Information Security Management System.
- 11.5. Where services are provided using public cloud platforms, Digital Modus Software Solutions will work with the Customer to suggest, design, implement and maintain appropriate tools and services to meet record security requirements (GDPR Article 32). The Customer has the option to accept or reject any security recommendations e.g. for cost reasons.
- 11.6. If the Customer buys Third Party Services through Digital Modus Software Solutions, the Customer acknowledges that Digital Modus Software Solutions shall have no responsibility for record security unless the Customer uses Digital Modus Software Solutions to design and support those services.
- 11.7. If the Customer rejects, or does not otherwise implement, the appropriate record security measures as indicated by Digital Modus Software Solutions and/or its public cloud sub-processors (as described in 12.2), neither Digital Modus Software Solutions nor its public cloud sub-processors will be liable for any financial penalty, or other material loss, in the event of a 'personal data breach' as defined by GDPR Article 33.
- 11.8. If Digital Modus Software Solutions detects a 'personal data breach' as defined by GDPR Article 33, it will notify the Customer within 24 working hours.
- 11.9. Digital Modus Software Solutions does not require a Data Protection Officer as defined by GDPR Article 37.
- 11.10. The Customer shall obtain all consents and provide all notices necessary to enable Digital Modus Software Solutions to receive and process the Personal Data for the purpose of providing the Services.
- 11.11. Digital Modus Software Solutions will:

- 11.11.1. process the Personal Data only on the instructions of the Customer as set out in this Agreement; and
- 11.11.2. put in place all reasonable technical and organisational security measures in respect of the Personal Data, as set out in this Agreement and agreed by the Customer.

12. Bribery and corruption

12.1. The Customer shall:

- 12.1.1. comply with all applicable laws, statutes, regulations relating to anti-bribery and anti-corruption including the Bribery Act 2010;
- 12.1.2. have and maintain in place throughout the term of this Agreement its own policies and procedures, including adequate procedures under the Bribery Act 2010, to ensure compliance with clause 12.1.1 above; and
- 12.1.3. promptly report to Digital Modus Software Solutions any request or demand for any undue financial or other advantage of any kind received by the Customer in connection with the performance of this Agreement.

13. General

- 13.1. The failure or delay of Digital Modus Software Solutions to exercise or enforce any right under this Agreement shall not operate as a waiver of that right or preclude the exercise or enforcement of it at any time.
- 13.2. Neither party shall be liable for any delay in or for failure to perform its obligations under this Agreement, other than an obligation to make any payment due to the other party, if that delay or failure is caused by circumstances beyond the control of that party including fires, strikes, insurrection, riots, embargoes, or regulations of any civil or military authority.
- 13.3. The Customer shall not seek directly or through any third party to employ permanently or temporarily engage personnel who are supplying Services during the term of this Agreement or for six working months after termination or expiry of this Agreement. Any such approach shall result in payment by the Customer of damages including loss of revenue and expertise. As an agreed pre-estimate of damages, this sum shall be 6 working months of the standard price applicable to the person(s) affected and payable upon presentation of its invoice by Digital Modus Software Solutions.

- 13.4. This Agreement constitutes the entire agreement and understanding between the parties with respect to the subject matter of this Agreement and supersedes, cancels and replaces all prior agreements, licences, negotiations and discussions between the parties relating to it. The Customer acknowledges that it has not been induced to enter into this Agreement by, and shall have no remedy in respect of, any statement, representation, warranty or undertaking (whether negligently or innocently made) not expressly incorporated into this Agreement. However, nothing in this Agreement will exclude either party's liability for any fraudulent statement or act.
- 13.5. No variation of this Agreement shall be valid unless it is in writing and signed by an authorised representative of each of the parties.
- 13.6. The Customer shall not (without Digital Modus Software Solutions's prior written consent) assign this Agreement nor any of its rights or obligations under this Agreement nor sub-license the use of the Products or the Documentation. Digital Modus Software Solutions shall be entitled to assign this Agreement to another member of the Digital Modus Software Solutions group of companies and/or an assignee of Digital Modus Software Solutions's business. This Agreement shall be binding on any successors and assignees.
- 13.7. The Contracts (Rights of Third Parties) Act 1999 shall not apply to this Agreement, and nothing in this Agreement shall confer or purport to confer on any third party any benefit or any right to enforce any term of this Agreement or operate to give any third party the right to enforce any term of this Agreement.
- 13.8. If any provision of this Agreement is held to be unlawful, invalid or unenforceable, in whole or in part, under any enactment or rule of law, such provision or part shall to that extent be severed from this Agreement and rendered ineffective as far as possible without modifying or affecting the legality, validity or enforceability of the remaining provisions of this Agreement which will remain in full force and effect.
- 13.9. Any notice to be given under this Agreement shall be in writing and shall be delivered by hand, sent by first class post to the address of the other party set out in this Agreement (or such other address as may have been notified in the Call Off Agreement) or sent by email to the address notified in the Call Off Agreement or from time to time. Any such notice or other document shall be deemed to have been served: if delivered by hand – at the time of delivery; if sent by post – upon the expiration of 48 hours after posting; and if sent by email – immediately unless the sender receives notice from the recipient that that the email has not been received.

- 13.10. This Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.
- 13.11. The parties irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this Agreement or its subject matter or formation (including non-contractual disputes or claims).

14. Customer Data

- 14.1. In the course of providing the Services, Digital Modus Software Solutions may use Data Tools that access and/or use the Customer Data and the Customer hereby agrees to this use.
- 14.2. Digital Modus Software Solutions will own all rights and title in and to the output of such use, including all related metadata and know-how ("Output").
- 14.3. Digital Modus Software Solutions's use of the Data Tools pursuant to clause 14.1 above will not involve any access to and/or use of Personal Data and, accordingly, the Output will not contain any Personal Data.
- 14.4. The Customer Data will remain the property of the Customer and/or its licensors and, save Digital Modus Software Solutions's right to access and use the Customer Data pursuant to clause 14.1 above, Digital Modus Software Solutions will not acquire any right in or title to the Customer Data.

Digital Modus Software Solutions – Professional Services Terms

1. Definitions

- 1.1. In these Professional Services Terms:

“Customer Location” means a location chosen by the Customer at which they want Digital Modus Software Solutions Consultants to deliver some or all of the Professional Services.

“Consultant” means a member of Digital Modus Software Solutions staff or the staff of a partner or sub-contractor used by Digital Modus Software Solutions to deliver professional services.

“Project Plan” means any project plan set out in the Order Form.

2. Professional Services

- 2.1. Subject to clause 2.2 below, Digital Modus Software Solutions will provide the Professional Services to the Customer.
- 2.2. Digital Modus Software Solutions will use reasonable endeavours to deliver any Deliverables to meet the Customer’s requirements as set out in the Order Form. However, owing to the nature of software development, Digital Modus Software Solutions cannot warrant that the Deliverables will meet the Customer’s requirements or that they will deliver a particular output or result.

3. Project Plan

- 3.1. Digital Modus Software Solutions will use reasonable endeavours to meet any delivery dates set out in the latest version of any Project Plan agreed with the Customer (including in respect of the delivery of any Deliverables). Time is not of the essence in respect of any of Digital Modus Software Solutions’s obligations relating to the Professional Services.

4. Acceptance

- 4.1. The Customer shall be deemed to accept any Deliverables received from Digital Modus Software Solutions under this Agreement seven days after delivery

5. Customer Responsibilities

- 5.1. The Customer shall provide all cooperation reasonably required by Digital Modus Software Solutions in the provision of the Professional Services, including access to information, staff, systems and locations.
- 5.2. The Customer shall comply with any Customer Responsibilities set out in the Order Form in respect of the Professional Services in accordance with any timeframes for such Customer Responsibilities (including in the latest version of any Project Plan agreed with Digital Modus Software Solutions).
- 5.3. To allow Digital Modus Software Solutions to provide the Customer with Professional Services relating to public cloud platforms, the Customer will need to provide Digital Modus Software Solutions with the Customer's public cloud login credentials. In providing these credentials, the Customer consents to allowing Digital Modus Software Solutions to access the Customer's public cloud accounts and information for the purpose of the Professional Services. Any activity on the Customer's public cloud account shall remain the Customer's sole and exclusive responsibility. The Customer agrees that Digital Modus Software Solutions shall not be liable or responsible for any matters pertaining to its public cloud account.

6. Customer duty of care

- 6.1. Where Digital Modus Software Solutions sends Consultants to deliver Professional Services at a Customer Location, the Customer shall assume a duty of care with regard to the Consultants' health and safety and shall provide them with appropriate access to facilities and equipment and inform them of relevant health and safety procedures and provide them with the same or greater level of protection, comfort and assistance as they would provide to the Customer's own staff.
- 6.2. Where Digital Modus Software Solutions sends Consultants to deliver Professional Services at a location chosen by the Customer that is not in the UK, the Customer shall assume the duty of care referred to above from the time that the Consultants leave the UK until they return to it. Such duty of care in this case includes but is not limited to provision of advice and assistance on risk of personal injury, disease, and locally applicable laws and customs.

7. Travel & subsistence charges

- 7.1. Unless otherwise specified in the Order Form Contract or SoW, , Digital Modus Software Solutions will charge travel and subsistence charges for Consultants when they visit Customer Locations. Digital Modus Software Solutions is happy

to match the Customer's travel policy for their staff if this is provided and will otherwise base the scale of these charges on use of second class public transport where available, business hotels and typical prices for meals in restaurant chains.

8. Payment

- 8.1. The Customer shall pay the Professional Services Charges including any applicable travel and subsistence charges in accordance with the timeframes set out in the Order Form.

9. Termination

- 9.1. Either party may terminate the Professional Services by giving the other party not less than three months' notice in writing unless the Order Form specifies a longer termination period, in which case the details on the Order Form will prevail

Digital Modus Software Solutions – Product Support Terms

1. Definitions

- 1.1. In these Digital Modus Software Solutions Support Terms, the following words and phrases shall have the following meanings:

“Fault” means a demonstrable fault, error or other problem in a Product that is capable of replication by Digital Modus Software Solutions;

“Support Hours” means the support hours set out in the Order Form Contract or SoW;

“Support Request” means a request made by the Customer in accordance with clause 4 below for support in relation to the Products, including correction of a Fault; and

“Upgrade” means all significant changes made to a Product, new features requiring changes to the code and testing, or work requiring senior employees of Digital Modus Software Solutions, including batch extracts, migration, integration, conversion and import/export, made available by Digital Modus Software Solutions to the Customer.

2. Support Services

- 2.1. Digital Modus Software Solutions shall provide the following Support Services during the Support Hours via a support portal, telephone or email, as appropriate:
- 2.1.1. a support portal (which is the preferred reporting method), email and telephone helpdesk facility during Support Hours, for reporting new Faults and monitoring Digital Modus Software Solutions’s progress against existing incidents;
 - 2.1.2. where there is a Fault, ensuring that an engineer provides an initial telephone or email response;
 - 2.1.3. using reasonable endeavours to provide a fix (or, where a fix is not possible, workaround) for each Fault with a reasonable time after receiving notice of the Fault; and
 - 2.1.4. active monitoring of the Services with a monthly report of Digital Modus Software Solutions’s findings.

- 2.2. Digital Modus Software Solutions may in its entire discretion resolve a Fault by providing a bug fix, workaround, patch or other minor modification to the Products.
- 2.3. Digital Modus Software Solutions shall not be liable to provide Support Services where any Fault results from or is connected with:
- 2.3.1. the failure of the Customer to comply with the relevant Access Requirements and/or any other Customer Failure;
 - 2.3.2. any improper use, operation or neglect of the Products by the Customer (including any use of the Products that does not comply with this Agreement, the Documentation and/or any other instructions provided to the Customer by Digital Modus Software Solutions from time to time);
 - 2.3.3. the Customer's failure to implement recommendations in respect of or solutions to Faults previously advised by Digital Modus Software Solutions; or
 - 2.3.4. any repair, adjustment, alteration or modification of the Products or maintenance of the Products by any person other than Digital Modus Software Solutions or its authorised agents without Digital Modus Software Solutions's prior written consent.
- 2.4. Digital Modus Software Solutions reserves the right:
- 2.4.1. to refuse to respond to requests for Support Services made by any person who the Customer has not nominated as one of its support contacts in accordance with clause 5.1.1 below and if any such person makes a request for Support Services, Digital Modus Software Solutions shall be entitled to redirect that person to the Customer's nominated support contacts;
 - 2.4.2. to monitor requests for Support Services and levels of support requested and, if it is found that an excessive number of inappropriate requests for Support Services are being made to Digital Modus Software Solutions, to notify the Customer of that fact and either temporarily or permanently to stop providing Support Services to the Customer whereupon the Customer shall investigate the number of requests being made and the reasons for such requests and Digital Modus Software Solutions may in its entire discretion assist the Customer to find out the reasons for the number of requests for Support Services and to reduce the number of such requests; and

- 2.4.3. to refuse to supply Support Services in respect of any alleged fault which could have been resolved by the Customer following any instructions set out in any related documentation provided by Digital Modus Software Solutions.
- 2.5. Digital Modus Software Solutions reserves the right to charge the Customer an additional sum (at the rates set out in the Order Form or, where not agreed, its standard rates for the provision of professional services) for the provision of support or other services in any of the following circumstances: namely, where:
 - 2.5.1. support or other services are provided in respect of any Fault resulting from or connected with any of the circumstances set out in paragraph 2.3;
 - 2.5.2. any assistance, support or other services are provided by Digital Modus Software Solutions in relation to any matter referred to in clause 2.4;
 - 2.5.3. performance of the Support Services is made more difficult or costly as a result of the Customer's failure to inform Digital Modus Software Solutions of a problem as soon as reasonably practicable;
 - 2.5.4. the Customer requests Digital Modus Software Solutions to perform the Support Services outside the Support Hours; or
 - 2.5.5. the Customer requests that Digital Modus Software Solutions provides the Support Services at any of its premises where the Products is being used

3. Upgrades

- 3.1. From time to time, Digital Modus Software Solutions may make Upgrades available to the Customer.
- 3.2. Where Digital Modus Software Solutions makes available an Upgrade to the Customer, the Customer shall not be liable to pay additional Support Fees except where such Upgrade provides additional features in which case additional Product Charges may be payable.
- 3.3. Digital Modus Software Solutions may at its discretion make available minor upgrades (being any upgrade other than a major Upgrade) to the Customer free of any additional charge.
- 3.4. Following installation of any Upgrade, Digital Modus Software Solutions's obligation to provide the Support Services shall only extend to the Products incorporating the Upgrade and shall cease in respect of the Products without

the Upgrade. The Customer shall not refuse any Upgrade necessary at Digital Modus Software Solutions's reasonable determination for the continued operation of the Products.

- 3.5. Any Upgrades made to the Products by Digital Modus Software Solutions form part of the Products.

4. Submitting Support Requests and access

- 4.1. The Customer may request Support Services by way of a Support Request.
- 4.2. Each Support Request shall include a description and the start time of the incident.
- 4.3. The Customer shall provide Digital Modus Software Solutions with:
- 4.3.1. prompt notice of any Faults; and
 - 4.3.2. such output and other data, documents, information, assistance and (subject to compliance with all Customer's security and encryption requirements notified to Digital Modus Software Solutions in writing) remote access to the Customer system, as are reasonably necessary to assist Digital Modus Software Solutions to reproduce operating conditions similar to those present when the Customer detected the relevant Fault and to respond to the relevant Support Request.
- 4.4. Save where agreed in advance by Digital Modus Software Solutions, all Support Services shall be provided directly by Digital Modus Software Solutions' staff.
- 4.5. The Customer acknowledges that, to assess and resolve Support Requests, it may be necessary to permit Digital Modus Software Solutions direct access to the Customer's premises, system, files, equipment and personnel.
- 4.6. The Customer shall provide such access promptly, provided that Digital Modus Software Solutions complies with all the Customer's security requirements and other policies and procedures relating to contractors entering and working at the Customer's premises notified to Digital Modus Software Solutions

5. Customer Responsibilities

- 5.1. The Customer shall:
- 5.1.1. nominate in writing an appropriate number of appropriately technically qualified and experienced persons within its organisation who shall be the points of contact between Digital Modus Software Solutions and the Customer for all requests for Support Services and

shall notify Digital Modus Software Solutions in writing at least 10 Working Days in advance of any changes made to such nominations;

- 5.1.2. adequate information and written material to enable Digital Modus Software Solutions to recreate any Fault in respect of which the Customer requests the Support Services;
- 5.1.3. procure that all Digital Modus Software Solutions's instructions are followed in relation to the Products;
- 5.1.4. ensure that its infrastructure meets the Access Requirements;
- 5.1.5. procure that the Products are operated only by competent users in a proper and skilful manner and in accordance with the terms of any licence for use and any related documentation;
- 5.1.6. ensure that the relevant units of the Customer's computer hardware remain switched on and connected to the internet by a connection configured in accordance with any documentation related to the Products and permit Digital Modus Software Solutions to access and amend any information and data stored on them so that Digital Modus Software Solutions can provide the Support Services remotely and any necessary downloads can be completed;
- 5.1.7. take frequent and regular backups of all data and configuration information relating to the operation of the Products;
- 5.1.8. not permit anyone other than Digital Modus Software Solutions's authorised representatives to provide any support or maintenance services in respect of the Products; and
- 5.1.9. not use the Products or any part of it knowing it to be faulty without Digital Modus Software Solutions's knowledge and consent.

6. Service levels and service credits

- 6.1. Digital Modus Software Solutions shall use reasonable endeavours to comply with any service levels set out in the Order Form.
- 6.2. Where Digital Modus Software Solutions agrees in an Order Form to pay service credits in respect of any failures to comply with agreed service levels, such service credits will be the Customer's sole remedy for any such failures.

7. Payment

- 7.1. The Customer shall pay the Support Charges in accordance with the timeframes set out in the Order Form.

- 7.2. If the Customer at any time terminates this Agreement and subsequently seeks to purchase Support Services, Digital Modus Software Solutions shall be entitled to charge the Customer at its then current rates in respect of any period following such termination during which the Customer did not purchase Support Services.

8. Termination

- 8.1. Either party may terminate the Support Services by giving the other party notice in writing equal to the minimum Renewal Period for the Product in respect of which Digital Modus Software Solutions is providing Support Services.

Digital Modus Software Solutions – Managed Service Terms

1. Definitions

- 1.1. In these Digital Modus Software Solutions Support Terms, the following words and phrases shall have the following meanings:

“Incident” means an unplanned interruption to a Service that is capable of replication and resolution by Digital Modus Software Solutions;

“Notification” means any piece of information that the Customer provides to Digital Modus Software Solutions via a Support Request that cannot be categorised as an Incident, Service Request or RFC. Examples of a Notification include the provision of positive or negative feedback or the provision of useful information to the Service Desk such as an expected spike in demand. Notifications result in actions but are not tracked by the Support SLA.

“Request For Change” An RFC is a requirement for a non-standard change to a Service e.g. to add an additional capability or capacity. Since RFCs involve changing a service they do not count as a support activity and require Digital Modus Software Solutions to estimate the time to design and implement the change and the Customer to provide formal approval e.g. via a Change Approval Board before they can be implemented. Digital Modus Software Solutions aims to respond to RFCs within 10 working days.

“RPI Rate” means the difference in the New Retail Price Index (RPIJ) for the UK over the preceding twelve months divided by the RPIJ twelve months ago multiplied by 100.

“Service” means the ability to use the infrastructure, platform or software that Digital Modus Software Solutions provides to the Customer.

“Service Desk” means the function that Digital Modus Software Solutions provides to capture, track, categorise and respond to the Support Requests that the Customer raises.

“Service Request” means a Customer request for information, advice, or for a standard change (a pre-approved change that is low risk, relatively common and follows a procedure) or for access to an IT service e.g. a password reset or new user request. Service Requests do not require a Request For Change to be submitted and are usually given a Support Priority of ‘Low’ or ‘Medium’.

“Support Hours” means the support hours set out in the Order Form or, if they are not explicitly stated in the Order Form, from 09:00 – 17:00 on UK business days (does not include UK public holidays);

“Support Priority” means the category assigned to a Support Request by Digital Modus Software Solutions, which defines its importance and the target response and resolution times associated with it; and

“Support Request” means a request made by the Customer for support in relation to the Service. Support Requests are categorised by Digital Modus Software Solutions into Incidents, Notifications, Service Requests and Requests For Change. The Support SLA only relates to Incidents and Service Requests.

“Support SLA” means the service level agreement that Digital Modus Software Solutions provides that sets a target time for it to respond to and then to resolve a Support Request.

2. Support Services

- 2.1. Digital Modus Software Solutions shall provide the following Support Services during the Support Hours via a support portal, telephone or email, as appropriate:
 - 2.1.1. a support portal (which is the preferred reporting method), email and telephone helpdesk facility during Support Hours, for registering new Support Requests and monitoring Digital Modus Software Solutions’s progress in resolving Support Requests;
 - 2.1.2. where there is a Support Request, ensuring that an engineer provides an initial telephone or email response, categorises it and assigns an appropriate Support Priority to it;
 - 2.1.3. where a Support Request is recognised as an Incident, using reasonable endeavours to provide a fix (or, where a fix is not possible, a workaround) within a reasonable time after receiving the Support Request; and
 - 2.1.4. active monitoring of the Services.
- 2.2. Digital Modus Software Solutions may in its entire discretion resolve an Incident by providing a bug fix, workaround, patch or other modification to the Service.
- 2.3. Digital Modus Software Solutions shall not be liable to provide Support Services where any Support Request results from or is connected with:

- 2.3.1. the failure of the Customer to comply with the relevant Access Requirements and/or any other Customer Failure;
- 2.3.2. any improper use, operation or neglect of the Service by the Customer (including any use of the Service that does not comply with this Agreement, the Documentation and/or any other instructions provided to the Customer by Digital Modus Software Solutions from time to time);
- 2.3.3. the Customer's failure to implement recommendations in respect of or solutions to Incidents previously advised by Digital Modus Software Solutions; or
- 2.3.4. any repair, adjustment, alteration or modification of the Service or maintenance of the Service by any person other than Digital Modus Software Solutions or its authorised agents without Digital Modus Software Solutions's prior written consent.

2.4. Digital Modus Software Solutions reserves the right:

- 2.4.1. to refuse to respond to Support Requests made by any person who the Customer has not nominated as one of its support contacts in accordance with clause 5.1.1 below and if any such person makes a Support Request, Digital Modus Software Solutions shall be entitled to redirect that person to the Customer's nominated support contacts;
- 2.4.2. to monitor Support Requests and levels of support requested and, if it is found that an excessive number of inappropriate requests for Support Services are being made to Digital Modus Software Solutions, to notify the Customer of that fact and either temporarily or permanently to stop providing Support Services to the Customer whereupon the Customer shall investigate the number of requests being made and the reasons for such requests and Digital Modus Software Solutions may in its entire discretion assist the Customer to find out the reasons for the number of requests for Support Services and to reduce the number of such requests; and
- 2.4.3. to refuse to supply Support Services in respect of any alleged Incident which could have been resolved by the Customer following any instructions set out in any related documentation provided by Digital Modus Software Solutions.

2.5. Digital Modus Software Solutions reserves the right to charge the Customer an additional sum (at the rates set out in the Order Form or, where not agreed, its standard rates for the provision of professional services) for the provision of

support or other services and reasonable expenses in any of the following circumstances: namely, where:

- 2.5.1. support or other services are provided in respect of any Incident resulting from or connected with any of the circumstances set out in paragraph 2.3;
- 2.5.2. performance of the Support Services is made more difficult or costly as a result of the Customer's failure to inform Digital Modus Software Solutions of a problem as soon as reasonably practicable or because of the Customer's failure to respond to questions from Digital Modus Software Solutions;
- 2.5.3. the Customer requests Digital Modus Software Solutions to perform the Support Services outside the Support Hours; or
- 2.5.4. the Customer requests that Digital Modus Software Solutions provides the Support Services at any of its premises where the Product is being used.

3. Submitting Support Requests and access

- 3.1. The Customer may request Support Services by way of a Support Request.
- 3.2. Each Support Request shall include a description and the start time of the event that gave rise to the request.
- 3.3. The Customer shall provide Digital Modus Software Solutions with:
 - 3.3.1. prompt notice of any suspected Incidents; and
 - 3.3.2. such output and other data, documents, information, assistance and (subject to compliance with all Customer's security and encryption requirements notified to Digital Modus Software Solutions in writing) remote access to the Customer's system, as are reasonably necessary to assist Digital Modus Software Solutions to reproduce operating conditions similar to those present when the Customer detected the relevant Incident and to respond to the relevant Support Request.
- 3.4. Save where agreed in advance by Digital Modus Software Solutions, all Support Services shall be provided from Digital Modus Software Solutions's office or remotely.
- 3.5. The Customer acknowledges that, to assess and resolve Support Requests, it may be necessary to permit

- 3.6. Digital Modus Software Solutions direct access to the Customer's premises, system, files, equipment and personnel.
- 3.7. The Customer shall provide such access promptly, provided that Digital Modus Software Solutions complies with all the Customer's security requirements and other policies and procedures relating to contractors entering and working at the Customer's premises notified to Digital Modus Software Solutions

4. Customer Responsibilities

- 4.1. The Customer shall:
 - 4.2. nominate in writing an appropriate number of appropriately technically qualified and experienced persons within its organisation who shall be the points of contact between Digital Modus Software Solutions and the Customer for all requests for Support Services and shall notify Digital Modus Software Solutions in writing at least 5 Working Days in advance of any changes made to such nominations;
 - 4.3. provide adequate information and written material to enable Digital Modus Software Solutions to recreate any Incident in respect of which the Customer makes a Support Request;
 - 4.4. procure that all Digital Modus Software Solutions's instructions are followed in relation to the Service;
 - 4.5. ensure that its infrastructure meets the Access Requirements;
 - 4.6. procure that the Service is operated only by competent users in a proper and skilful manner and in accordance with the terms of any licence for use and any related documentation;
 - 4.7. ensure that the relevant units of the Customer's computer hardware remain switched on and connected to the Internet by a connection configured in accordance with any documentation related to the Service and permit Digital Modus Software Solutions to access and amend any information and data stored on them so that Digital Modus Software Solutions can provide the Support Services remotely and any necessary downloads can be completed;
 - 4.8. take frequent and regular backups of all data and configuration information relating to the operation of the Service;
 - 4.9. not permit anyone other than Digital Modus Software Solutions's authorised representatives to provide any support or maintenance services in respect of the Service; and

- 4.10. not use the Service or any part of it knowing it to be faulty without Digital Modus Software Solutions's knowledge and consent.

5. Service levels and service credits

- 5.1. Digital Modus Software Solutions shall use reasonable endeavours to comply with any service levels set out in the Order Form or below.
- 5.2. The target resolution timings given below or in the Order Form, COntract or SoW refer to issues that can be resolved solely by the action of Digital Modus Software Solutions employees and do not include time spent by third party suppliers or time spent waiting for a response from the Customer or any organisation engaged by the Customer to act on its behalf.
- 5.3. Where the Order Form, Contract or SoW does not list service levels, they shall be as follows:
- 5.3.1. A response time of less than one working hour and a target resolution time of less than four working hours for 'Critical' incidents (where a Service is down or does not function at all, and there is no circumvention for the problem; a significant number of users (over 40%) are affected, or a production business system is inoperable).
 - 5.3.2. A response time of less than two working hours and a target resolution time of less than eight working hours for 'High' incidents (where a component of the Service is not performing, creating a significant operational impact (affecting over 10% of users)).
 - 5.3.3. A response time of less than eight working hours and a target resolution time of less than sixteen working hours for 'Medium' incidents (where a component of the Service is not performing as documented or is providing unexpected results; where there are problems that can be worked around; or where there is moderate or minor operational impact causing inconvenience).
 - 5.3.4. A response time of less than sixteen working hours and a target resolution time of less than thirty-two working hours for 'Low' incidents (where there are usage questions; requests for clarification of documentation, suggestions; or requests for new product features and enhancements).
- 5.4. Where Digital Modus Software Solutions agrees in the Order Form to pay service credits in respect of any failures to comply with agreed service levels, such service credits will be the Customer's sole remedy for any such failures.

6. Payment

- 6.1. The Customer shall pay the Support Charges in accordance with the timeframes and charges set out in the Order Form.
- 6.2. If the Customer at any time terminates this Agreement and subsequently seeks to purchase Support Services, Digital Modus Software Solutions shall be entitled to charge the Customer at its then current rates in respect of any period following such termination during which the Customer did not purchase Support Services.

7. Annual price change

- 7.1. Where charges for support are a fixed amount rather than a percentage of e.g. AWS infrastructure costs, charges for Support Services will increase annually in the month that is the anniversary of the signing of the Order Form. The increase will match the RPI Rate.

8. Termination

- 8.1. Either party may terminate the Support Services by giving the other party notice in writing. The notice period for terminating any of Digital Modus Software Solutions' AWS Support Services shall be 30 days unless otherwise specified in the OrderForm, Contract or SoW.

