

DATAPARQ SaaS SERVICE TERMS (G-CLOUD 15)

(Supplemental Supplier terms for the DataParQ SaaS service only)

This Software Licence Agreement ("Agreement") is made as of the ____ day of _____ (the "Effective Date") between:

- (1) **7Dxperts UK Ltd**, a company incorporated in England and Wales (company number 07515669) whose registered office is at 142 Cromwell Road, London, England, SW7 4EF ("Licensor", "Supplier"); and
- (2) **G-Cloud Buyer**, ("Licensee", "Buyer").

Licensor and Licensee are each a "Party" and together the "Parties".

These SaaS Service Terms apply only to the extent incorporated into a Call-Off Contract placed under the G-Cloud 15 Framework Agreement (RM1557.15). If there is any conflict or inconsistency between these SaaS Service Terms and the Call-Off Contract (including the Order Form and schedules), the Call-Off Contract will prevail.

1. DEFINITIONS

Unless expressly stated otherwise, capitalised terms have the meanings set out below:

Term	Meaning
Affiliate	An entity that controls, is controlled by or is under common control with a Party ("control" means > 50 % voting securities).
Buyer	means the public sector contracting authority named in the Call-Off Contract Order Form.
Call-Off Contract	means the contract formed by the CCS G-Cloud 15 Call-Off Contract (including Part A Order Form, Part B terms, and schedules) entered into between the Buyer and the Supplier for the DataParQ SaaS service.
Competitor	Any person or entity whose primary business is the provision of airport operations, management or competing data-platform services.
Confidential Information	Information that is proprietary or confidential and either marked as such or would be understood as confidential by a reasonable business person.
Customer Data	All data input into or processed by the DataParQ Platform by or on behalf of Licensee, excluding Usage Data.
DataParQ Platform	Licensor’s self-hosted data-engineering software platform, including the Modules and Documentation .
Documentation	Licensor’s standard user and technical documentation for the DataParQ Platform.
Deployment Environment	The Google Cloud Platform tenancy identified by Licensee in the Order Form, or such other environment approved in writing by Licensor.
Disaster Recovery (DR)	The processes described in Schedule 3 for restoration following a catastrophic event.

Term	Meaning
Framework Agreement	means the CCS G-Cloud 15 framework agreement RM1557.15
Internal Use	Use by Licensee and its Affiliates solely for their own internal business operations and not for the benefit of any third party.
Intellectual Property Rights	Patents, utility models, rights to inventions, copyright and neighbouring and related rights, trademarks, service marks, trade, business and domain names, rights in trade dress or get-up, goodwill and the right to sue for passing off, rights in designs, rights in computer software, database rights, semiconductor topography rights, moral rights, rights in confidential information (including know-how and trade secrets) and any other intellectual property rights, in each case whether registered or unregistered and including all applications for and renewals or extensions of such rights.
Modules	The functional components listed in the Order Form.
Non-Production Copy	An instance of the DataParQ Platform used only for development, testing, QA or DR purposes.
Order Form	“Order Form” means the Call-Off Contract Part A Order Form (not Schedule 1 of these SaaS Service Terms)
RPO/RTO	Have the meanings given in Schedule 3.
Service Credit	The fee credit calculated under Schedule 3 in the event Licensor fails to meet the uptime commitment.
Supplier	“Supplier” means 7Dxperts UK Ltd.
Support Hours	08:00–17:00 UK time, Monday to Friday excluding English public holidays.
Usage Data	Anonymised metrics regarding performance, configuration or usage of the DataParQ Platform that do not contain Customer Data.
Usage Limits	The limits in Schedule 2.

In these SaaS Service Terms, where a term is defined in the Call-Off Contract, that definition applies in preference to any inconsistent definition here.

2. LICENCE GRANT & SCOPE

2.1 Grant of Licence. Subject to the timely payment of all Fees and strict compliance with this Agreement, Licensor hereby grants to Licensee a non-exclusive, non-transferable (except as expressly permitted in Clause 17.1) and non-sublicensable licence for the Term to: (a) deploy the DataParQ Platform in the Deployment Environment; (b) access and use the DataParQ Platform (including all Modules licensed pursuant to the relevant Order Form) solely for Licensee’s and its Affiliates’ Internal Use; and (c) use, reproduce and internally distribute the Documentation in connection with such permitted use. The licence includes the right for Licensee to configure integrations and pipelines, create derivative configuration files, and generate reports using the Platform’s standard functionality. Any rights not expressly granted are reserved by Licensor.

2.2 Scope of Use & Usage Limits. Licensee shall ensure that its deployment and use of the DataParQ Platform remains within the Usage Limits set out in Schedule 2 and the applicable Order Form. Usage is measured on an aggregate basis across all production and Non-Production environments. If Licensee anticipates exceeding the Usage Limits it must notify Licensors in advance and procure additional capacity.

2.3 Documentation Licence. Licensors grants Licensee a royalty-free, worldwide, non-exclusive licence to reproduce, internally display and distribute the Documentation solely for the purpose of supporting authorised Users' use of the DataParQ Platform. Licensee may not publish the Documentation externally without Licensors' consent.

2.4 Non-Production Instances. Licensee may install and use additional instances of the DataParQ Platform in development, staging, test or disaster-recovery environments (each a "Non-Production Instance"), provided that: (a) Non-Production instances are not used to process live production data (save that anonymised or masked subsets may be used for testing); and (b) aggregate compute and data feed consumption across Production and Non-Production instances does not exceed the Usage Limits.

2.5 Customer Data Ownership & Licence. Licensee retains all right, title and interest in the Customer Data. Licensee grants Licensors a non-exclusive, royalty-free, worldwide licence during the Term to host, copy, transmit and process the Customer Data solely to the extent necessary to: (i) provide Support, Updates and other obligations under this Agreement; (ii) monitor compliance with Usage Limits; and (iii) improve the performance and security of the DataParQ Platform, provided such processing is limited to anonymised and aggregated Usage Data.

2.6 Feedback. Licensee hereby assigns (and shall procure that its Affiliates and Users assign) to Licensors all right, title and interest in any feedback, suggestions or ideas provided to Licensors regarding the operation, functionality or performance of the DataParQ Platform. Licensors may freely use, modify and incorporate such feedback without accounting to Licensee, provided Licensors does not disclose Licensee's Confidential Information.

2.7 Reservation of Rights. Except for the limited licences expressly granted in this Agreement, Licensors and its licensors retain all Intellectual Property Rights in the DataParQ Platform, Documentation and any Updates. No implied licences arise as a result of this Agreement or any course of dealing between the Parties.

2.8 Prohibited External Commercial Use. Licensee must not resell the Services or provide the Services as a standalone service to third parties for their own benefit. However, the Buyer may allow third parties (including outsourcing providers, systems integrators and managed service providers) to access and use the Services strictly on the Buyer's behalf and for the Buyer's benefit, provided the Buyer remains responsible for their acts/omissions and such access complies with the Call-Off Contract.

2.9 Licence Term Alignment. Unless the Order Form states otherwise, all licences granted under this Agreement are coterminous and shall expire or renew together in accordance with Clause 5.

2.10 Suspension for Threats or Breach. Licensors may suspend access to the Services only to the extent permitted by the Call-Off Contract and only where necessary to: (a) address a material security threat; (b) comply with a binding legal or regulatory requirement; or (c) respond to a material breach by the Buyer that remains uncured after written notice and a reasonable cure period. The Supplier will use reasonable endeavours to minimise disruption and will reinstate access promptly once the reason for suspension is resolved.

3. LICENCE RESTRICTIONS & VERIFICATION

3.1 Licence Restrictions. Except to the extent expressly permitted by this Agreement, or to the extent a restriction cannot be lawfully excluded, Licensee shall not, and shall procure that its Affiliates and Authorised Users do not: (a) **Reverse Engineering:** reverse-engineer, decompile, disassemble, or otherwise attempt to derive the source code or underlying ideas, algorithms or trade secrets of any part of the DataParQ Platform, save to the limited extent that applicable law expressly permits such activities notwithstanding a contractual prohibition; (b) **Modification:** modify, adapt, translate, merge, or create derivative works of the DataParQ Platform or Documentation, other than configuration changes made through the Platform's intended user interfaces; (c) **Removal of Notices:** remove, alter or obscure any proprietary, confidentiality, or Intellectual Property Rights notices displayed on or within the Software or Documentation; (d) **Circumvention of Limits:** access or use the DataParQ Platform in a manner that circumvents or exceeds the Usage Limits, licence keys, or other technical usage restrictions implemented by Licensors; (e) **Unauthorised Third-Party Access:** provide, disclose, or make the DataParQ Platform available to any third party other than Authorised Users or approved contractors under Clause 3.7, including by means of any time-sharing, service bureau, SaaS, outsourcing, or

managed service arrangement; (f) **Interference:** interfere with or disrupt the integrity or performance of the DataParQ Platform or any third-party data contained therein, including by uploading or transmitting any viruses, malware or other harmful code; (g) **Benchmark Publication:** publish to the public the results of formal benchmarking of the Services in a way that is misleading or materially inaccurate. This restriction does not prevent the Buyer from carrying out security testing, assurance activities, performance evaluations for internal governance, audit, regulatory compliance, or disclosures required by law (including FOIA/EIR); (h) **Prohibited Content:** use the DataParQ Platform to store or transmit material that is unlawful, harmful, defamatory, infringing, or otherwise in breach of applicable laws; (i) **Export Controls:** use or export the DataParQ Platform in violation of any applicable export laws, sanctions, or embargoes.

3.2 Contractor & Affiliate Compliance. Licensee may permit its Affiliates and third-party contractors to use the DataParQ Platform solely for Licensee's Internal Use, provided that: (i) such use remains within the Usage Limits; (ii) contractors access the Software only under written agreements imposing obligations at least as protective of Licensor's rights as this Agreement; and (iii) Licensee remains fully liable for all acts and omissions of its Affiliates and contractors in connection with the Agreement.

3.3 Compliance Records & Self-Audit. Licensee shall maintain complete and accurate records sufficient to demonstrate its compliance with the usage scope and restrictions of this Agreement for a minimum period of three (3) years. No more than once in any rolling twelve (12)-month period and on at least thirty (30) days' written notice, Licensor may require Licensee to run Licensor-supplied scripts or tools that generate an automated usage report detailing active Data Feeds, vCPU consumption and other relevant metrics. Licensee shall provide the resulting report, certified by an authorised officer as true and complete, within ten (10) Business Days of such request.

3.4 Remote & On-Site Audit Rights. Where the self-audit under Clause 3.3 reveals a material variance (greater than five per cent (5%)) from licensed capacity, or where Licensee fails to provide the certified report, Licensor may, upon at least fifteen (15) Business Days' notice, conduct (or appoint an independent auditor to conduct) an on-site audit of the Deployment Environment and relevant records. Any on-site audit shall: (a) occur no more than once in any twelve (12)-month period; (b) be conducted during normal business hours and in a manner that minimises disruption to Licensee's operations; (c) be subject to Licensee's reasonable security policies; and (d) not involve access to Customer Data other than metadata strictly necessary to verify usage metrics. Licensor shall bear its own costs of an audit unless the audit reveals unlicensed use exceeding five per cent (5%) of any Usage Limit or another material breach, in which case Licensee shall reimburse Licensor's reasonable audit costs.

3.5 Excess Use & True-Up. If any audit or usage report reveals that Licensee has exceeded the Usage Limits or otherwise used the DataParQ Platform in breach of this Agreement:

- (a) the Parties will agree the applicable additional Charges by reference to the Supplier's published G-Cloud pricing (or other pricing expressly agreed in the Call-Off Contract), pro-rated for the period of excess use; and
- (b) the Parties shall execute an amended Order Form reflecting the increased capacity for the remainder of the Term (unless Licensee elects, and Licensor agrees, to reduce usage to within licensed limits). Payment of true-up fees shall be without prejudice to Licensor's other remedies under the Agreement or at law.

3.6 Technical Protection Measures & Telemetry. The DataParQ Platform may contain licence keys, call-home functions, or other technical measures designed to enforce usage restrictions and collect anonymised Usage Data. Licensee shall not interfere with, disable, or circumvent such measures. Licensor warrants that any telemetry collected will not include Customer Data or personally identifiable information, other than minimal user identifiers (e.g., hashed user ID) required for security or support purposes.

3.7 Security Scrutiny & Malicious Use. Licensor may immediately suspend or restrict access to the DataParQ Platform if Licensor reasonably believes that Licensee's use poses a material security risk, infringes third-party rights or violates applicable law. Licensor will notify Licensee promptly, detailing the grounds for suspension, and will reinstate access once the issue has been rectified to Licensor's reasonable satisfaction.

3.8 Survival. The obligations and rights set out in this Clause 3 shall survive termination of the Agreement for a period of three (3) years, or such longer period as may be required to resolve any audit or claim commenced within that period.

4. DELIVERY, MAINTENANCE & BACKUPS

4.1 Delivery of Software. (a) Unless otherwise specified in the applicable Order Form, delivery of the DataParQ Platform shall be made electronically. Licensor shall, within five (5) Business Days of the Effective Date (or such other date agreed in writing), provide Licensee with: (i) secure credentials to access Licensor's private container registry or download portal; and (ii) deployment instructions and the current version of the Documentation. (b) Delivery is deemed to occur when Licensor makes the Software available for electronic download. Title to any physical media (if supplied) passes to Licensee upon delivery; risk of loss in such media likewise passes upon delivery. Time for delivery is not of the essence, but Licensor shall use commercially reasonable endeavours to meet any agreed implementation timetable.

4.2 Updates and New Releases. (a) **Provision.** Throughout the Term, Licensor will make available to Licensee all Updates that Licensor generally releases to its enterprise customers. Updates may include bug fixes, security patches, minor enhancements and major version upgrades. (b) **Notification.** Licensor shall notify Licensee of each Update's availability via email or the support portal, accompanied by release notes detailing key changes and any prerequisite steps. (c) **Application by Licensee.** Licensee shall apply all non-critical Updates within sixty (60) days of their release and apply critical security Updates (i.e. those addressing a vulnerability with a CVSS score ≥ 9.0 or otherwise designated "critical" by Licensor) within ten (10) days of release. Failure to apply a critical Update within the stipulated timeframe may result in: (i) suspension of Support for the affected component; and (ii) Licensee being wholly responsible for any security incident attributable to such failure. (d) **Compatibility.** Licensor warrants that each Update will be backwards-compatible with configurations created on any version of the DataParQ Platform released within the preceding eighteen (18) months. If an Update removes or deprecates functionality, Licensor shall provide at least ninety (90) days' advance notice and, where feasible, an equivalent replacement.

4.3 Maintenance Windows. (a) The Parties shall agree a recurring weekly maintenance window (e.g. Sundays 02:00–06:00 UK time) for the installation of Updates and routine maintenance. (b) Downtime during the agreed window shall not count towards Monthly Uptime calculations, provided the cumulative duration does not exceed four (4) hours per calendar month. (c) Licensor may request emergency maintenance outside the window where necessary to mitigate a critical vulnerability or imminent system threat; Licensor will give at least twenty-four (24) hours' notice where reasonably practicable.

4.4 Backup Obligations.

(a) **Licensee Responsibilities.** Licensee is solely responsible for implementing a robust backup strategy for Customer Data and Platform configuration within its Deployment Environment, ensuring that the RPO and RTO targets in Schedule 3 are met. Back-ups shall be encrypted, replicated to an off-site or cross-region location, and tested at least quarterly.

(b) **Licensor Assistance.** Licensor shall provide reasonable guidance on recommended backup procedures and, upon request, supply scripts or automation templates to facilitate automated backups of metadata repositories and configuration stores.

(c) **No Custody of Customer Data.** For the avoidance of doubt, Licensor does not hold operational copies of Customer Data and shall not be liable for any data loss resulting from Licensee's failure to implement adequate backups.

4.5 Disaster Recovery & Restoration Assistance. In the event of a disaster impacting the Production deployment, Licensor shall, at Licensee's request, provide up to eight (8) engineer hours at no additional charge to assist with: (i) re-deployment of the DataParQ Platform to a DR environment; (ii) validation or repair of configuration files; (iii) restoration of backed-up metadata; and (iv) verification of system integrity post-recovery. Additional assistance will be provided on a time-and-materials basis at Licensor's prevailing Professional Services rates.

4.6 Title & Risk. All Intellectual Property Rights in the DataParQ Platform, Updates and Documentation remain vested in Licensor and its licensors. Except for the limited licences expressly granted, no rights are transferred. Risk in any tangible deliverables passes on delivery; title to media (but not intellectual property) passes upon payment of applicable Fees.

4.7 Transition Support. If Licensee elects to migrate to a new Deployment Environment (e.g. change of cloud provider) during the Term, Licensor shall provide reasonable assistance—including updated deployment manifests, container images and configuration guidance—subject to an agreed change order and additional Professional Services fees (if material effort is required).

5. TERM, SUSPENSION & TERMINATION

5.1 Term. The term of the Services is as set out in the Call-Off Contract. If there is any inconsistency between this Clause 5 and the Call-Off Contract, the Call-Off Contract prevails.

5.2 Not Applicable

5.3 Suspension for Non-Payment. The Supplier may suspend the Services for non-payment only where the Call-Off Contract permits suspension and only in respect of undisputed Charges that remain unpaid after the Supplier has followed the Call-Off Contract's invoicing and dispute process and has given the Buyer written notice and a reasonable opportunity to cure. The Supplier will not suspend Services where the Buyer has raised a bona fide dispute in accordance with the Call-Off Contract.

5.4 Additional Suspension Rights. In addition to the suspension rights in Clauses 2.10 and 5.3, Licensor may immediately suspend access to the DataParQ Platform (in whole or in part) where: (a) continuing use is reasonably likely to infringe the Intellectual Property Rights of any third party; (b) Licensor is required to do so by law or regulation, or by order of a competent court or regulatory body; or (c) Licensee has exceeded the Usage Limits by more than ten per cent (10%) for more than thirty (30) consecutive days and has failed to execute an appropriate true-up Order Form despite written notice. Licensor shall lift any such suspension promptly once the underlying issue is remedied.

5.5 Termination for Cause. Either Party may terminate this Agreement (including all licences and Order Forms) with immediate effect by written notice if: (a) the other Party commits a material breach of the Agreement which is irremediable, or (if capable of remedy) fails to remedy the breach within thirty (30) days after receipt of written notice specifying the breach and requiring its remedy; (b) the other Party repeatedly breaches the Agreement in such a manner as to reasonably justify the opinion that its conduct is inconsistent with it having the intention or ability to give effect to the Agreement; (c) a Force Majeure Event affecting the other Party continues for more than sixty (60) consecutive days in accordance with Clause 13; (d) the other Party becomes insolvent, is unable to pay its debts as they fall due, enters into administration or liquidation (other than for the purposes of a solvent restructuring), or a similar event occurs under the laws of its place of incorporation; or (e) in the case of Licensee only, Licensor undergoes a Change of Control such that it becomes an Affiliate of a Competitor, and Licensee exercises its right to terminate under Clause 5.7.

5.6 Not Applicable.

5.7 Not Applicable

5.8 Effects of Termination or Expiry. Upon expiry or termination of the Agreement for any reason: (a) all licences granted to Licensee under the Agreement shall immediately cease and Licensee shall cease all use of the DataParQ Platform, save that Licensee may retain one (1) archival copy solely for evidentiary purposes; (b) each Party shall, within thirty (30) days, return or destroy (at the disclosing Party's option) the other Party's Confidential Information, provided that a Party may retain copies as required by law or for bona fide internal compliance purposes, subject to ongoing confidentiality obligations; (c) all Fees accrued up to the effective date of termination (including Fees for any true-up under Clause 3.5) shall become immediately due and payable; (d) Licensor will provide exit assistance and data export in accordance with the Call-Off Contract and the Supplier's published service definition/service listing (as applicable); (e) the provisions of Clauses 1 (Definitions), 3 (Restrictions & Verification), 5.8 (Effects), 6 (Fees), 8 (Indemnities), 10 (Confidentiality), 10A (Data Protection) [as expanded], 11 (Warranties – survival for warranty period), 12 (Limitation of Liability), 13 (Force Majeure), 15 (Entire Agreement), and 16 (Governing Law) shall survive termination, together with any other clauses expressed to survive or which by their nature should survive.

5.9 Data Export. Data export and deletion will be performed in accordance with the Call-Off Contract and the Supplier's published service definition/service listing. Unless otherwise required by law, the Supplier will delete Customer Data from the live service within a reasonable period after completion of export/exit, subject to standard backup retention cycles and the UK GDPR requirements in the Call-Off Contract..

5.10 Transition Assistance. Upon written request made at any time within ninety (90) days prior to termination or within ninety (90) days thereafter, Licensor shall provide reasonable Transition Assistance for up to ten (10) engineer hours at no additional cost to facilitate Licensee's migration to an alternative solution. Additional Transition Assistance shall be provided on a time-and-materials basis under a mutually agreed statement of work.

5.11 No Liability for Proper Termination. Except as expressly provided in this Agreement, neither Party shall be liable to the other for any compensation, reimbursement, or damages on account of the expiration or proper termination of this Agreement in accordance with its terms.

6. FEES, TAXES & PAYMENT TERMS

6.1 Fees & Pricing Principles. The Buyer will pay the Charges set out in the Call-Off Contract. If any professional services are included, they must be expressly set out in the Call-Off Contract and priced in accordance with the Supplier's published G-Cloud pricing or other pricing agreed in the Call-Off Contract. (b) Unless expressly stated otherwise, all Fees are quoted in pounds sterling (GBP) and are exclusive of VAT.

6.2 Invoicing & Payment. Invoicing frequency, payment terms and the invoice dispute process are governed by the Call-Off Contract. If there is any conflict between this Agreement and the Call-Off Contract regarding invoicing/payment, the Call-Off Contract prevails.

6.3 Taxes. (a) All Fees are exclusive of any applicable value added tax (VAT), sales tax, goods and services tax, or similar indirect taxes (collectively, "Indirect Taxes"). Licensor shall itemise Indirect Taxes on its invoices, and Licensee shall pay such Indirect Taxes in addition to the Fees. (b) Each Party is responsible for taxes based on its own net income and employment taxes payable with respect to its personnel. (c) If required by law to deduct withholding taxes, the Buyer will deduct and account for the required amount to the relevant tax authority and will provide reasonable evidence of such deduction on request.

6.4 Currency. All payments shall be made in GBP unless the Parties agree in writing to use another currency. Where conversion is required, the Parties shall apply the Bank of England daily spot rate prevailing on the invoice date.

6.5 Price Changes. Charges are as set out in the Call-Off Contract. The Supplier may not increase Charges during the Term except where the Call-Off Contract expressly permits a pricing change and the Parties have agreed it in writing in accordance with the Call-Off Contract change process.

6.6 Renewal, Extension Pricing. Any pricing for extensions (if any) must be agreed in the Call-Off Contract and must be consistent with the Supplier's published G-Cloud pricing at the time of agreement.

6.7 Late Payment. Late payment interest (if any) and remedies for late payment are governed by the Call-Off Contract.

6.8 Disputed Amounts. Licensee shall notify Licensor in writing prior to the Due Date if it reasonably believes an invoice is incorrect. The Parties shall work in good faith to resolve any dispute within fifteen (15) Business Days. Licensee shall timely pay any undisputed portion of the invoice. Once resolved, Licensee shall pay any outstanding sums within five (5) Business Days, and Licensor shall issue any necessary credit notes.

6.9 Financial Records & Audit. Licensee shall maintain reasonably detailed records of payments made under this Agreement for a period of six (6) years. Licensor may, on at least thirty (30) days' notice, audit such records no more than once per Contract Year solely to verify compliance with payment obligations. The audit shall be conducted by an independent auditor bound by confidentiality. Licensor shall bear the auditor's costs unless the audit reveals an underpayment exceeding five per cent (5%), in which case Licensee shall reimburse the reasonable audit costs and pay the shortfall with interest under Clause 6.7.

6.10 Set-Off. Buyer's rights of set-off, deduction or counterclaim are as set out in the Call-Off Contract and applicable law.

6.11 Survival. The obligations in this Clause 6 shall survive expiry or termination of the Agreement until all outstanding Fees (and any interest) are paid in full, and for the duration of any audit commenced under Clause 6.9.

7. SUPPORT SERVICE LEVELS

7.1 Service Desk & Support Hours. Licensor shall provide a remote service desk accessible via the ticketing portal and email (and telephone for P1 incidents) during Support Hours, being 08:00–17:00 UK time on Working Days, unless otherwise stated in Schedule 3 or the applicable Order Form. Licensor may, at its discretion, offer Extended or 24x7 Support as a separately priced service tier.

7.2 Incident Classification. Licensee shall assign an initial severity (P1–P4) to each Incident in accordance with the definitions in Schedule 3. Licensor may reasonably reclassify the severity level where the facts so warrant and will promptly notify Licensee of any reclassification.

7.3 Service Credits for Availability. Monthly Availability commitments and corresponding Service Credits are set out in Schedule 3, Section A where applicable. Service Credits constitute Licensee's exclusive financial

remedy (without prejudice to Licensee's termination rights) for Licensor's failure to meet the stated service levels.

7.4 Escalation Matrix. Licensor shall maintain an escalation matrix identifying named engineering and management contacts. If a P1 Incident is not resolved within the target resolution time, Licensee may escalate successively to: (i) the Support Manager; (ii) the Head of Engineering; and (iii) a senior executive sponsor. Escalation contact details shall be provided in the Documentation and updated at least annually.

7.5 Patch Management & Vulnerability Response. High-severity security vulnerabilities (CVSS $\geq$ 7.0) affecting supported versions shall be remediated or mitigated within the timeframes set out in Schedule 3, Section C. For critical vulnerabilities (CVSS $\geq$ 9.0) Licensor shall provide interim mitigation guidance within twenty-four (24) hours of public disclosure (or notification to Licensor, if earlier).

7.6 Customer Obligations. Service-level commitments apply only where Licensee: (a) submits Incident tickets via the designated channels using reasonable efforts to provide accurate diagnostic information, log files and steps to reproduce; (b) makes qualified personnel available for remote troubleshooting; and (c) maintains the Deployment Environment in accordance with Licensor's system requirements and applies required Updates within the timeframes specified in Clause 4.2.

7.7 Exclusions. Service Levels do not apply to: (a) beta, trial or non-production deployments; (b) Incidents caused by factors outside Licensor's reasonable control (including cloud-provider outages, Force Majeure, or Licensee's network failures); (c) use of the DataParQ Platform in breach of the Agreement or beyond the Usage Limits; or (d) scheduled downtime within the agreed Maintenance Window.

7.8 Service Reports. On request no more than once per calendar year, Licensor shall provide a written service report summarising: (i) uptime statistics; (ii) support tickets opened and their resolution status; (iii) root-cause analyses for any P1 Incidents; and (iv) a summary of forthcoming Updates and roadmap items relevant to Licensee.

7.9 Optional Premium Support. Enhanced SLAs (e.g. 24x7 P1 coverage, dedicated Technical Account Manager, shorter response targets) may be purchased under a separate Order Form. Premium Support terms shall be deemed incorporated into, and governed by, this Agreement unless expressly stated otherwise.

7.10 Continuous Improvement. Licensor shall operate a continual-service-improvement programme aligned to ITIL or equivalent best practice and, at Licensee's reasonable request, discuss quarterly service reviews and improvement initiatives aimed at enhancing performance against the Service Levels.

7.11 Self-Hosted Environments Disclaimer. The uptime commitments and associated Service Credits set out in this Clause 7 (and Schedule 3) apply only where the DataParQ Platform is hosted in a Licensor-managed environment (including Licensor's managed cloud offering). Where the Platform is deployed in a self-hosted environment—i.e., on infrastructure provisioned and controlled by Licensee—the Monthly Availability calculation excludes outages, performance degradation or service interruptions attributable to Licensee's underlying infrastructure, cloud tenancy, network, firewall rules, or any other customer-controlled resources that are outside Licensor's reasonable influence. In such circumstances, Licensor's obligations shall be limited to providing software-level support and guidance in accordance with the Incident response targets, provided Licensee grants Licensor the necessary remote access and diagnostic information.

8. INDEMNITIES

8.1 Licensor Intellectual Property Indemnity. Subject to the limitations and conditions set out in this Clause 8, Licensor shall: (a) **Defence & Settlement.** Defend Licensee and its Affiliates, and their respective officers, directors and employees (collectively, "Licensee Indemnitees") against any claim, action or proceeding brought by a third party alleging that the normal and authorised use of the DataParQ Platform in the Territory infringes any patent, copyright, trade mark, database right or trade secret ("IP Claim"); and (b) **Indemnification.** Indemnify Licensee Indemnitees against any finally-awarded damages, fines and reasonable legal costs (including reasonable counsel fees) payable as a result of an IP Claim, or amounts agreed by Licensor in a settlement approved in writing by Licensee (such approval not to be unreasonably withheld or delayed).

8.2 Exclusions from Licensor IP Indemnity. Licensor shall have no liability under Clause 8.1 to the extent the IP Claim arises from: (a) modification of the DataParQ Platform by any party other than Licensor or its authorised subcontractors; (b) combination, operation or use of the DataParQ Platform with equipment, software, data or processes not supplied or approved in writing by Licensor, if the IP Claim would have been avoided absent such

combination; (c) use of the DataParQ Platform outside the scope of the licence or after Licensor has notified Licensee of a replacement or modification that would have avoided the infringement; (d) compliance with specifications, designs or instructions provided by Licensee; or (e) any Third-Party or Open-Source Component listed in the Documentation as being subject to its own licence terms.

8.3 Infringement Remedies. If an IP Claim is made or, in Licensor's reasonable opinion, is likely to be made, Licensor may at its sole option and expense: (i) procure the right for Licensee to continue using the affected component; (ii) replace or modify the component so that it becomes non-infringing while materially preserving equivalent functionality; or (iii) if neither (i) nor (ii) is commercially reasonable, terminate the licence for the affected component and refund to Licensee any prepaid Fees attributable to the unused portion of the Term for that component. This Clause 8 states Licensee's exclusive remedies, and Licensor's sole liability, for third-party Intellectual Property infringement.

8.4 Licensor Data-Protection & Security Indemnity. Licensor shall defend and indemnify Licensee Indemnitees against any third-party claim (including claims by regulatory authorities) to the extent arising from Licensor's breach of Clause 10A (Information Security & Data Protection) resulting in: (a) unauthorised disclosure, destruction or loss of Customer Data in Licensor's possession or control; or (b) Licensor's unlawful processing of Personal Data. Licensor's total liability under this Clause 8.4 shall not exceed the liability caps in Clause 12, save that such caps shall not apply to fines levied directly on Licensee by the UK Information Commissioner's Office (ICO) or other competent supervisory authority to the extent caused by Licensor's breach.

8.5 Licensee Indemnity. Licensee is responsible for the legality of Customer Data it provides and for its instructions to the Supplier. The Supplier does not require the Buyer to indemnify the Supplier under this Agreement. Nothing in this Clause limits either Party's rights under the Call-Off Contract.

8.6 Indemnification Procedure. As a condition to the indemnities in Clauses 8.1, 8.4 and 8.5 (each an "Indemnifying Party"), the party seeking indemnification (the "Indemnified Party") must: (a) provide the Indemnifying Party with prompt written notice of the claim (provided that failure to give prompt notice shall not relieve the Indemnifying Party of its obligations except to the extent it is materially prejudiced); (b) grant the Indemnifying Party sole control over the defence and settlement of the claim (provided that the Indemnifying Party may not settle any claim that imposes any liability or admission of fault on the Indemnified Party without its prior written consent, not to be unreasonably withheld); and (c) provide reasonable assistance, information and cooperation at the Indemnifying Party's expense.

8.7 Mitigation by Licensee. Licensee shall mitigate any losses that may give rise to an indemnity claim by: (i) promptly applying any Update or workaround provided by Licensor to avoid infringement; and (ii) discontinuing any allegedly infringing use if and to the extent Licensor requests.

8.8 Insurance Coverage. Licensor represents that it maintains, and will maintain throughout the Term, professional indemnity/cyber liability insurance with a limit of not less than five million pounds (£5,000,000) per claim and in the aggregate, covering its indemnity obligations under this Agreement.

8.9 Survival. This Clause 8 shall survive expiry or termination of the Agreement for so long as any underlying claim may be lawfully brought.

9. CONFIDENTIALITY

9.1 Definition of Confidential Information. "Confidential Information" means any information (whether in oral, written, visual or electronic form) disclosed by or on behalf of a Party (the "Disclosing Party") to the other Party (the "Receiving Party") that is: (a) marked or identified as confidential or proprietary at the time of disclosure; or (b) by its nature or the circumstances of disclosure would reasonably be considered confidential by a prudent business person. Confidential Information includes, without limitation, business plans, strategy, pricing, discounts, source code, product roadmaps, architecture diagrams, algorithms, security documentation, Customer Data and the terms (but not the existence) of this Agreement.

9.2 Obligations of Confidence. The Receiving Party shall: (a) keep the Disclosing Party's Confidential Information strictly confidential and apply at least the same degree of care as it uses to protect its own confidential information of a similar nature (and in any event not less than reasonable care); (b) use such Confidential Information solely for the purpose of exercising its rights or performing its obligations under this Agreement; and (c) not disclose any Confidential Information to any person except as expressly permitted by Clause 9.3.

9.3 Permitted Disclosures. The Receiving Party may disclose Confidential Information only to: (a) its and its Affiliates' employees, officers, professional advisers, auditors and subcontractors who have a genuine need to know the information for the purposes of this Agreement and who are bound by written confidentiality obligations no less protective than this Clause 9; (b) a court, regulatory authority, or other governmental body of competent jurisdiction to the extent required by applicable law or rules of a recognised stock exchange, provided that (to the extent lawfully permitted) the Receiving Party gives prior notice and reasonable cooperation to the Disclosing Party to contest or limit the disclosure; or (c) potential investors or acquirers in connection with a bona fide fundraising, acquisition or sale transaction, provided they enter into a confidentiality undertaking substantially similar to this Clause 9.

9.4 Exclusions. The obligations in Clause 9.2 shall not apply to information that the Receiving Party can demonstrate: (a) is or becomes part of the public domain other than through breach of this Agreement; (b) was lawfully in the Receiving Party's possession before disclosure without restriction on use or disclosure; (c) is lawfully disclosed to the Receiving Party by a third party having the right to do so; or (d) is independently developed by the Receiving Party without reference to or use of the Disclosing Party's Confidential Information.

9.5 Freedom of Information. Where the Buyer is subject to FOIA and/or EIR, the Buyer may disclose information (including the Supplier's Confidential Information) to the extent required by law. The Buyer will, where reasonably practicable and where permitted by law, consult the Supplier before disclosure and consider any representations about applicable exemptions (including commercial sensitivity). The Buyer remains responsible for determining whether an exemption applies and for the final disclosure decision.

9.6 Return or Destruction. Upon written request of the Disclosing Party at any time, and in any event upon expiry or termination of this Agreement, the Receiving Party shall promptly return or (at the Disclosing Party's option) destroy all Confidential Information in its possession or control, save that the Receiving Party may retain: (a) one archival copy for legal or regulatory purposes; and (b) electronic copies stored in automatic backup systems that cannot reasonably be deleted, provided such copies remain subject to the confidentiality obligations herein.

9.7 Equitable Relief. Each Party acknowledges that unauthorised disclosure or use of the Disclosing Party's Confidential Information may cause irreparable harm for which monetary damages may be an inadequate remedy. Accordingly, the Disclosing Party shall be entitled, without waiving any other rights or remedies, to seek injunctive or other equitable relief in any competent court to prevent or curtail any actual or threatened breach of this Clause 9.

9.8 Publicity. Neither Party will issue a press release specifically about the other Party without prior written consent, except where disclosure is required by law, regulation, governmental policy, or the Call-Off Contract (including transparency/publication obligations).

9.9 Survival. The obligations in this Clause 9 shall commence on the Effective Date and, notwithstanding expiry or termination of this Agreement, shall continue: (a) for a period of five (5) years from the date of disclosure; or (b) indefinitely in respect of trade secrets, source code, security architecture and any Customer Data (to the extent it remains personal data), unless and until such information enters the public domain through no fault of the Receiving Party.

10. INFORMATION SECURITY

10.1 Each Party shall keep Confidential Information confidential with at least the same degree of care as its own similar information (but not less than reasonable care) and shall use it only for the purposes of this Agreement.

10.2 The confidentiality obligations survive five (5) years after disclosure (and indefinitely for trade secrets, source code and security documentation).

10A. INFORMATION SECURITY & DATA PROTECTION

Interpretation. For the purposes of this Clause 10A: "UK GDPR" means the UK General Data Protection Regulation as incorporated into UK law by virtue of s.3 of the European Union (Withdrawal) Act 2018, together

with the Data Protection Act 2018. "Personal Data", "Controller", "Processor", "Data Subject", "Processing" and "Joint Controller" shall have the meanings given in the UK GDPR.

10A.1 Security Programme. Licensor shall maintain an information-security management system (ISMS) that is: (a) independently certified to ISO/IEC 27001 (or an equivalent successor standard) and subject to annual surveillance audits; (b) designed to preserve the confidentiality, integrity and availability of the DataParQ Platform and Customer Data (if hosted by the Licensor) throughout its life-cycle; and (c) supported by documented security policies covering (i) governance and risk management, (ii) secure software development, (iii) change control, (iv) access management, (v) incident response, (vi) business continuity and disaster recovery.

10A.2 Technical and Organisational Measures (TOMs). Without limiting Clause 10A.1, Licensor shall implement and maintain the following baseline TOMs, aligned to relevant guidance of the UK National Cyber Security Centre (NCSC): (a) **Encryption:** AES-256 encryption at rest for all customer-facing data stores and TLS 1.2+ in transit; key material managed via a hardware security module (HSM) or cloud KMS with role-segregated access. (b) **Access Control:** Zero-trust principles, multi-factor authentication (MFA) for privileged accounts, least-privilege role design, quarterly access reviews. (c) **Network Security:** Segmentation of production networks, firewall rules restricting ingress to required ports, denial-of-service (DoS) protection and continuous vulnerability scanning. (d) **Secure SDLC:** Static and dynamic code analysis, peer code reviews, supply-chain bill-of-materials (SBOM) generation and automated dependency vulnerability checks. (e) **Logging & Monitoring:** Centralised log aggregation, immutable write-once logging for security events, real-time alerting to 24x7 security operations centre (SOC). (f) **Physical Security:** Tier III or higher data-centre facilities with 24x7 guard presence, CCTV, mantraps and biometric access controls.

10A.3 Roles of the Parties. The Parties acknowledge and agree that, in respect of any Personal Data comprised in Customer Data, Licensee is the Controller and Licensor acts as a Processor. Each Party shall comply with its respective obligations under the UK GDPR and other Applicable Data Protection Laws.

10A.4 UK GDPR Terms The Parties will comply with the UK GDPR provisions and any data processing schedules/annexes included in the Call-Off Contract. Where the Call-Off Contract includes UK GDPR information and processing terms, those terms apply in preference to any separate DPA attached to these SaaS Service Terms.

10A.5 Data Breach Notification. Licensor shall notify Licensee without undue delay, and in any event within forty-eight (48) hours after becoming aware of any Personal-Data Breach affecting Customer Data. The notification shall include: (i) a description of the nature of the breach; (ii) categories and approximate number of affected Data Subjects and records; (iii) likely consequences; (iv) remedial actions taken or proposed; and (v) a point of contact for follow-up. Licensor shall cooperate fully with Licensee's reasonable requests to investigate, mitigate and remediate the breach, including provision of relevant logs and forensic data.

10A.6 Sub-Processors. Licensor may engage Sub-Processors to Process Personal Data, subject to: (a) a written contract imposing obligations equivalent to those in the DPA; (b) Licensor remaining liable for each Sub-Processor's acts and omissions; and (c) providing Licensee with at least thirty (30) days' prior written notice of any intended addition or replacement of Sub-Processors (the "Sub-Processor List"). Licensee may object on reasonable, data-protection-related grounds; if the Parties cannot resolve the objection within thirty (30) days, Licensee may terminate the affected services without penalty and receive a pro-rated refund.

10A.7 International Transfers. Licensor shall not transfer Personal Data outside the UK or EEA unless it ensures that: (a) the transfer is to a country deemed by the UK Government to provide an adequate level of protection; or (b) it puts in place appropriate safeguards under Chapter V UK GDPR, such as the International Data Transfer Addendum to the EU SCCs (IDTA) or binding corporate rules. Licensor shall, on request, provide executed copies of transfer mechanisms.

10A.8 Records & Audit Rights. Licensor shall maintain records of Processing activities as required by Article 30 UK GDPR. At Licensee's written request, Licensor shall make available (i) a copy of its most recent ISO/IEC 27001 certificate and SOC 2 Type II report; and (ii) a summary of penetration-testing results. Licensee may, no more than once per twelve-month period and on at least thirty (30) days' notice, conduct (or have its auditor conduct) a targeted security audit of Licensor's facilities and systems relevant to the Processing of Customer Data, subject to reasonable confidentiality and site-rules and at Licensee's expense. Where the audit is carried out in response to a Personal-Data Breach attributable to Licensor, the audit shall be at Licensor's cost.

10A.9 Data Subject Requests & Cooperation. Taking into account the nature of the Processing, Licensor shall implement technical and organisational measures to assist Licensee in fulfilling its obligation to respond to Data

Subject requests under Chapter III UK GDPR. Licensors shall promptly notify Licensee of any Data Subject request it receives directly and shall not respond except on Licensee's documented instructions, unless legally compelled to do so.

10A.10 Data Protection Impact Assessment (DPIA) & Prior Consultation. Upon Licensee's reasonable request, Licensors shall provide necessary information and assistance to enable Licensee to carry out DPIAs and, where required, consult with the ICO in relation to Processing under this Agreement.

10A.11 Order of Precedence & Survival. In case of conflict between the main body of the Agreement and this Clause 10A, this Clause and the DPA shall prevail with respect to data-protection matters. Obligations in this Clause 10A (and the DPA) shall survive termination of the Agreement for as long as Licensors Processes Personal Data on behalf of Licensee.

10B. THIRD-PARTY & OPEN-SOURCE COMPONENTS

10B.1 Third-Party & OSS Notice File. The DataParQ Platform incorporates proprietary third-party software components and open-source software ("OSS") licensed under recognised community licences (collectively, "Third-Party Components"). A current inventory of all Third-Party Components, including version numbers and applicable licence texts (the "Notice File"), is maintained at <https://docs.dataparq.io/notices> and is deemed incorporated by reference. Licensors shall update the Notice File concurrently with each major or minor Software release.

10B.2 Licence Compliance. (a) Acceptance of this Agreement constitutes acceptance of the Third-Party licences referenced in the Notice File. (b) Licensors warrants that, as at each delivery date, the inclusion and distribution of the Third-Party Components in the DataParQ Platform (i) do not violate the terms of the applicable OSS licences, and (ii) do not, by virtue of static or dynamic linking, impose any obligation on Licensee to disclose or license its proprietary code. (c) Licensors shall defend and indemnify Licensee against any third-party claim that Licensee's authorised use of the DataParQ Platform violates the licence terms of any Third-Party Component, subject to the procedure and limitations in Clause 8.

10B.3 Security & Vulnerability Management. Licensors operates a software-composition-analysis (SCA) programme that: (i) continuously scans supplied binaries and container images for known vulnerabilities (using industry-standard CVE feeds); (ii) tracks dependency lifecycles and end-of-life (EOL) dates; and (iii) issues patched releases or mitigations in accordance with the timeframes set out in Schedule 3, Section C. For critical vulnerabilities in Third-Party Components (CVSS $\geq$ 9.0), Licensors shall publish a security advisory and provide a remediated build or recommended mitigation within thirty (30) days of public disclosure.

10B.4 Licence Changes or Revocation. If the licence governing any Third-Party Component used in a supported version of the DataParQ Platform is (a) materially changed, revoked or rendered more restrictive, or (b) enters EOL such that continued use would be unlawful or expose Licensee to material legal risk, then Licensors shall, at its own cost and within sixty (60) days: (i) procure a commercial or alternative licence that permits continued use; or (ii) replace or re-engineer the affected component so that the Software remains fully functional and compliant. Failing remediation within that period, Licensee may terminate the affected licences and receive a pro-rated refund of prepaid Fees for the remainder of the Term.

10B.5 Contribution & Upstream Compliance. Licensors shall maintain policies governing employee contributions to upstream open-source projects to ensure that no Customer-specific Confidential Information or proprietary code is inadvertently disclosed. Where Licensors elects to contribute modifications to an OSS project used in the Platform, it shall do so under a licence compatible with the upstream project and shall ensure ongoing compatibility with the Platform.

10B.6 Licensee Obligations. Licensee shall not: (a) remove or obscure OSS licence notices included in the Software; (b) use Third-Party Components on a standalone basis outside the Platform except where permitted by the applicable OSS licence; or (c) alter or redistribute Third-Party Components in a manner that would subject Licensors's proprietary code to copyleft obligations.

10B.7 Audit Rights. Upon thirty (30) days' written notice and no more than once in any twelve-month period, Licensee may request reasonable evidence of Licensors's compliance with this Clause 10B, including summary outputs of SCA scans (with proprietary data redacted). Any such information shall be treated as Licensors Confidential Information.

10B.8 Survival. The obligations in this Clause 10B shall survive termination of the Agreement for as long as Licensee uses the DataParQ Platform or any embedded Third-Party Components.

11. WARRANTIES

11.1 Mutual Warranties. Each Party represents and warrants to the other as at the Effective Date and on a continuing basis that: (a) it is duly incorporated, validly existing and in good standing under the laws of its place of incorporation, and has full corporate power and authority to enter into and perform its obligations under this Agreement; (b) the execution and performance of this Agreement have been duly authorised by all necessary corporate action, and do not conflict with any other agreement or legal obligation binding on that Party; and (c) it shall comply with all Applicable Laws (including anti-bribery, anti-slavery and export-control regulations) in the performance of its obligations under this Agreement.

11.2 Licensor Performance Warranties. Licensor warrants and undertakes that:

(a) **Right to Licence.** It has, and will maintain, all necessary rights, licences and permissions to grant the licences set out in this Agreement and to perform its obligations; (b) **Conformity to Documentation.** For a period of ninety (90) days following the initial Delivery Date (the “Warranty Period”), the DataParQ Platform when properly installed and used in accordance with the Documentation will perform materially in accordance with the functional specifications set out in the Documentation; (c) **No Material Reduction.** Updates and Support will not, when implemented in accordance with Licensor’s instructions, materially reduce the overall functionality or security of the DataParQ Platform during the Term; (d) **Malicious Code.** The Software, Updates and any Deliverables provided by Licensor will be free from viruses, worms, Trojan horses, time-bombs and other malicious code at the time of delivery, and Licensor will maintain industry-standard anti-malware controls in its build pipeline; (e) **Professional Services.** Any Professional Services, configuration or training provided by Licensor will be performed with reasonable skill and care in accordance with Good Industry Practice and the mutually agreed statement of work; (f) **Personnel Qualifications.** Licensor’s personnel (and subcontractors) engaged in the performance of this Agreement shall possess the requisite skills, experience and qualifications to perform their assigned tasks competently and in a professional manner; and (g) **Compliance with Law.** Licensor shall in performing the Services comply with all Applicable Laws, including those relating to data protection, export control, sanctions, health and safety and modern-slavery legislation.

11.3 Remedies for Breach of Warranty. If Licensee notifies Licensor in writing during the Warranty Period (or, in the case of Professional Services, within thirty (30) days of delivery of the relevant Services) of a material non-conformance with any warranty in Clause 11.2, Licensor shall, at its own cost and as Licensee’s exclusive remedy: (a) use commercially reasonable efforts to correct the non-conformance within a reasonable time; or (b) if Licensor is unable to remedy the non-conformance within sixty (60) days (or such other period agreed in writing), allow Licensee to terminate the affected licence or Services and refund any Fees paid in advance for the non-conforming element on a pro-rated basis for the period following the effective date of termination.

11.4 Exclusions & Disclaimers. The warranties in Clause 11.2 shall not apply to any non-conformance or defect arising from: (a) modification of the Software by any person other than Licensor or its authorised subcontractors; (b) use of the Software in combination with software or hardware not approved or intended by Licensor, if the non-conformance would not have arisen but for such combination; (c) failure to apply Updates or to operate the Software within the system requirements specified by Licensor; (d) use of the Software otherwise than in accordance with the Documentation or this Agreement; or (e) any unsupported version of the Software.

11.5 Implied Terms. Except as expressly provided in this Agreement, and to the maximum extent permitted by Applicable Law, all warranties, conditions and other terms implied by statute, common law or otherwise (including, without limitation, any implied warranties of merchantability, satisfactory quality, fitness for a particular purpose and non-infringement) are excluded. Nothing in this Agreement shall operate to exclude or limit any warranty or liability that cannot be excluded or limited under Applicable Law.

11.6 Uptime Commitment. The Monthly Availability target in Schedule 3 constitutes a separate service-level undertaking and is not a warranty for the purposes of this Clause 11. Licensee’s exclusive remedy for breach of the Availability target is the Service Credit mechanism in Schedule 3.

11.7 Open-Source Components. Licensor does not provide warranties for Third-Party Components beyond those expressly set out in Clause 10B.2. Each open-source component is provided on an “as is” basis under its applicable OSS licence.

11.8 Survival. The provisions of this Clause 11 shall survive the expiry or termination of this Agreement for the duration of any applicable warranty period and, where relevant, for the limitation period applicable to claims arising from breach of the warranties.

12. LIMITATION OF LIABILITY

Liability, liability caps, exclusions, remedies, and limitation periods are governed by the Call-Off Contract. To the extent these SaaS Service Terms contain any liability terms that conflict with the Call-Off Contract, those terms do not apply.

13. FORCE MAJEURE

13.1 Definition. For the purposes of this Agreement, a "Force Majeure Event" means any event or circumstance beyond the reasonable control of the affected Party which could not have been avoided or prevented by the exercise of reasonable diligence and foresight, including but not limited to: acts of God, natural disasters, flood, fire, earthquake, explosion; epidemic or pandemic (including governmental restrictions or quarantine measures); war, terrorism, armed conflict, civil unrest or riots; acts of any governmental or supra-national authority (including export or trade restrictions, or revocation of licences); nationwide or regional strikes or other labour disputes not involving the workforce of the affected Party; declared states of emergency; sabotage, malicious damage or cyber-attack (including distributed-denial-of-service attacks) originating from external actors; and failure or outage of the public electricity or telecommunications networks or of third-party cloud-hosting services, provided always that the event is not attributable to the negligence or wilful default of the affected Party.

13.2 Notification. The Party prevented, hindered or delayed in performing its obligations (the "Affected Party") shall, as soon as reasonably practicable and in any event within five (5) Business Days of becoming aware of the Force Majeure Event, give written notice to the other Party specifying (a) the nature and extent of the Force Majeure Event; (b) the obligations impacted; (c) the expected duration (if known); and (d) the mitigation steps it is taking. Failure to give timely notice shall not prevent the Affected Party from claiming relief, but relief shall only be available from the date notice is given.

13.3 Obligations During Force Majeure. (a) The Affected Party shall use all reasonable endeavours, in accordance with its Business Continuity Plan, to mitigate, overcome or remove the effects of the Force Majeure Event and to resume full performance as soon as reasonably practicable. (b) The non-Affected Party shall provide all reasonable assistance requested (at the Affected Party's cost) to mitigate the impact, provided that nothing shall oblige either Party to settle any labour dispute or to test or operate disaster-recovery facilities outside planned procedures.

13.4 Suspension of Obligations. Subject to compliance with Clauses 13.2 and 13.3, the obligations of the Affected Party under this Agreement shall be suspended to the extent and for the duration that they are prevented by the Force Majeure Event. The Affected Party shall not be liable for any failure or delay in such obligations during the suspension period. Unless agreed otherwise in writing, this Clause 13.4 shall not suspend Licensee's obligation to pay Fees for Services already delivered.

13.5 Service Levels & Credits. Any failure by Licensor to meet a Service Level under Schedule 3 attributable to a Force Majeure Event shall be excluded from Monthly Availability calculations and shall not give rise to Service Credits, provided Licensor has complied with this Clause 13.

13.6 Right to Terminate. If a Force Majeure Event continues for a period of (a) sixty (60) consecutive days; or (b) an aggregate period of ninety (90) days within any rolling twelve-month period, and materially prevents the performance of a material obligation under this Agreement, either Party may terminate this Agreement (in whole or, if practicable, in part) on thirty (30) days' written notice without liability other than as set out in Clause 13.7.

13.7 Consequences of Termination for Force Majeure. Upon termination pursuant to Clause 13.6: (a) each Party shall bear its own costs incurred as a result of the Force Majeure Event; (b) Licensor shall refund to Licensee any prepaid Fees for Services that, as a direct consequence of the termination, will not be delivered; and (c) the provisions of Clauses 5.8 (Effects of Termination), 9 (Confidentiality), 10A (Data Protection), 12 (Limitation of Liability) and any other clauses expressed to survive shall apply.

13.8 No Default. A Party shall not be in breach of this Agreement, nor liable for any delay in performing, or failure to perform, any of its obligations under this Agreement to the extent that such delay or failure is caused

by a Force Majeure Event. The occurrence of a Force Majeure Event shall not relieve either Party from its duty to act in good faith or from any obligation to make payments that fell due prior to the Force Majeure Event.

13.9 Records & Evidence. The Affected Party shall maintain records evidencing the occurrence and duration of the Force Majeure Event and, upon reasonable request, make such records available to the other Party for inspection.

13.10 Order of Precedence. Nothing in this Clause 13 shall relieve a Party from any disaster-recovery or business-continuity obligations expressly set out elsewhere in this Agreement or in Schedule 3, save to the extent the Force Majeure Event renders compliance impossible.

14. SEVERABILITY

14.1 Invalidity. If any provision (or part-provision) of this Agreement is held by a court or competent authority to be invalid, illegal or unenforceable, that provision shall be deemed deleted, but the validity and enforceability of the remaining provisions shall not be affected.

14.2 Good-Faith Negotiation. Where a provision is deemed deleted under Clause 14.1, the Parties shall negotiate in good faith a valid, legal and enforceable provision that, to the greatest extent possible, achieves the commercial, legal and economic intent of the original provision.

14.3 Severability of Schedules. The invalidity of any provision of a Schedule shall not affect the remainder of that Schedule or the main body of the Agreement.

15. ENTIRE AGREEMENT & ORDER OF PRECEDENCE

15.1 Entire Agreement. The Call-Off Contract (including the Order Form and schedules) and these SaaS Service Terms (only where incorporated into the Call-Off Contract) constitute the entire agreement between the Parties in relation to the Services.

15.2 Non-Reliance. Each Party acknowledges that, in entering into this Agreement, it has not relied on any statement, representation, assurance or warranty other than those expressly set out herein, and waives all rights and remedies arising from any representation not set out in this Agreement (save for fraud or fraudulent misrepresentation).

15.3 Variation. No amendment or variation of this Agreement shall be valid unless set out in a written instrument signed by authorised representatives of both Parties, except as expressly permitted (e.g., Updates to the Notice File under Clause 10B).

15.4 Order of Precedence. a) the Call-Off Contract (including Part B terms); (b) the Call-Off Contract Order Form (Part A) and Call-Off schedules; (c) the Supplier's G-Cloud service definition/service listing for DataParQ (as referenced in the Call-Off Contract); (d) these SaaS Service Terms. Any supplier documents, policies or terms not expressly incorporated into the Call-Off Contract do not apply.

16. GOVERNING LAW & JURISDICTION

16.1 Governing Law. This Agreement and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter shall be governed by and construed in accordance with the laws of England and Wales.

16.2 Escalation & Mediation. In the event of a dispute, the Parties shall first refer the matter to their respective contract managers. If unresolved within ten (10) Business Days, the dispute shall be escalated to a director or vice-president level. If still unresolved within twenty (20) Business Days thereafter, either Party may refer the dispute to mediation in London under the CEDR Model Mediation Procedure. Unless otherwise agreed, the mediator shall be appointed by CEDR and the costs shared equally.

16.3 Jurisdiction. Subject to Clause 16.2, the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this Agreement, save that nothing shall restrict

either Party from seeking urgent injunctive or equitable relief in any competent jurisdiction to protect its Intellectual Property Rights or Confidential Information.

17. GENERAL

17.1 Assignment & Novation. The Buyer may assign, novate or transfer the Call-Off Contract and/or these SaaS Service Terms to another contracting authority or successor body where permitted by the Call-Off Contract, by giving written notice to the Supplier. The Supplier may not unreasonably withhold or delay consent where consent is required by the Call-Off Contract. The Supplier may assign/novate only as permitted by the Call-Off Contract and will remain responsible for performance unless the Buyer expressly agrees otherwise in writing.

17.2 Subcontracting. Licensor may subcontract its obligations, provided that: (a) Licensor remains fully liable for acts and omissions of subcontractors; (b) any subcontractor with access to Customer Data is subject to the Sub-Processor requirements in Clause 10A; and (c) Licensor provides Licensee with details of any material subcontractors on request.

17.3 Notices. Formal notices under this Agreement shall be in writing and delivered by either (a) email, or (b) courier or recorded post to the registered address of the recipient. Notices shall be deemed received: (a) on signature of a delivery receipt; or (b) at 09:00 on the second Business Day after posting, whichever is earlier. Routine operational communications may be sent by email only.

17.4 Independent Contractors. The Parties are independent contractors. Nothing in this Agreement is intended to create, nor shall it be construed as creating, any partnership, joint venture, fiduciary or employment relationship between them.

17.5 Third-Party Rights. Except as expressly stated in Clause 8 (Indemnities), a person who is not a Party to this Agreement has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any of its terms.

17.6 Counterparts & Electronic Signatures. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, and all of which together shall constitute one instrument. Signatures transmitted electronically (including via PDF or e-signature platform) shall be deemed valid and binding.

17.7 Waiver. A waiver of any right or remedy is effective only if given in writing and shall not be deemed a waiver of any subsequent breach or default.

17.8 Cumulative Remedies. Except as expressly stated, the rights and remedies provided in this Agreement are cumulative and not exclusive of any rights or remedies provided by law.

SCHEDULE 1 – ORDER FORM

Not used for G-Cloud 15. The applicable Order Form is the Call-Off Contract Part A Order Form.

SCHEDULE 2 – USAGE LIMITS

- **Annual Subscription Metric:** up to **100 Data Feeds**.
 - **Compute:** up to **64 vCPUs** across one Production and up to three Non-Production instances .
-

SCHEDULE 3 – SUPPORT & SERVICE LEVELS

A. Uptime Commitment

The uptime commitments do not apply to self-hosted environment where underlying customer infrastructure and other resources aren't responsibility of the licensor.

B. Incident Response & Restoration Targets

Severity	Definition	Initial Target Response	Target Work-Around / Resolution	Update Frequency
P1 – Critical	Complete Production outage or critical function unavailable with no reasonable work-around.	Does not apply to Customer hosted Platform	Does not apply to Customer hosted Platform	Does not apply to Customer hosted Platform
P2 – High	Major functionality impaired or intermittent failure materially affecting business operations; temporary work-around available.	Does not apply to Customer hosted Platform	Does not apply to Customer hosted Platform	Does not apply to Customer hosted Platform
P3 – Medium	Functionality issue, degraded performance or defect	≤ 1 Business Day	Resolution included in next scheduled Update or within 20 Business Days	Weekly
P4 – Low / Request	Cosmetic defect, documentation clarification, or general service request.	≤ 2 Business Days	To be addressed in ordinary course of product roadmap	On significant status change

Licensor service desk is available via ticketing portal and email; teleconference sessions may be arranged on reasonable notice.

C. Security Patch SLA

High-severity CVE → fix or mitigation within 60 days; **critical CVE (CVSS ≥ 9.0) → within 30 days.**

D. RPO/RTO Targets

The RPO/RTO targets do not apply to self-hosted environment where underlying customer infrastructure and other resources aren't responsibility of the licensor.

E. Maintenance Windows

Updates should be applied during agreed maintenance windows; critical security patches may be applied outside the window with 24-hour prior notice when feasible.

SCHEDULE 4 – SPECIAL TERMS

A. METADATA & JOB EXPORT

- 1. The rights set out in this Schedule 4A shall apply only upon termination of this Agreement.
- 2. **Right to Export.** Upon termination of this Agreement, and for ninety (90) days thereafter, Licensee may request an export of (a) all metadata stored by the DataParQ Platform, (b) all data-quality rules, and (c) all transformation or orchestration jobs (together, "Export Materials"). System logs/job histories excluded from export.
- 3. **Export Format.** Licensor shall provide the Export Materials in plain-text **SQL scripts** conforming to ANSI SQL-92 where practicable. Where job logic cannot reasonably be represented in standard SQL, Licensor shall provide equivalent pseudocode or documentation sufficient for a reasonably skilled engineer to reproduce the functionality.
- 4. **Timing.** Licensor shall deliver the Export Materials within ninety (90) Business Days of Licensee's written request.
- 5. **Facilitation Assistance.** Upon request, Licensor will provide up to eight (8) engineer hours, at no additional charge, to assist Licensee in importing the Export Materials into Licensee's systems. Additional hours shall be provided at Licensor's then-current professional-services rates.
- 6. **Costs.** Export and exit support is provided as set out in the Call-Off Contract and the Supplier's published service definition/service listing.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorised representatives.

SIGNATURES

Signed for and on behalf of **7Dxperts UK Ltd**:

Name: _____
Title: _____
Date: _____

Signed for and on behalf of **G-Cloud Buyer**:

Name: _____
Title: _____
Date: _____