



Subscription Terms of Service

The Agreement governs the subscription by the Client to the Verto Service.

General Construction:

Parties. The Agreement is made between TMI and the Client, as identified in the Quote or Statement of Work, as applicable.

Quote and Statement of Work. The Verto Service to be provided under the Agreement is identified in a Quote (together with its annexes, if any) issued by TMI. The Consultancy Services to be provided under the Agreement are identified in a Statement of Work agreed between TMI and the Client. The Agreement may comprise a Quote, a Statement of Work or both, depending on the nature of the Services being provided to the Client. Where both a Quote and a Statement of Work are issued, both documents will form part of the Agreement and their relationship and order of precedence will be as set out in these Terms of Service.

Terms of Service. These Terms of Service set out the general terms and conditions under which TMI agrees to provide, and Client agrees to receive and use, the Services. Capitalised terms used in these Terms of Service are defined in clause 1 or elsewhere in these Terms of Service.

Verto Service. The Client agrees that any access to and use of the Verto Service will be according to, and solely and exclusively for the purposes set out in, the Agreement.

Order of Precedence. If there are any inconsistencies between the documents that make up the Agreement, the following order of precedence will apply to the extent of that inconsistency only: (a) these Terms of Service will take precedence over all the other documents (unless a Quote or Statement of Work expressly states that it varies a clause of these Terms of Service, in which case the relevant provision in the Quote or SOW shall prevail for the purpose of that clause only); (b) the Service Level Agreement will take precedence over the Quote, the Statement of Work and the Acceptable Use Policy; (c) the Quote will take precedence over the Statement of Work and Acceptable Use Policy; and (d) the Statement of Work will take precedence over the Acceptable Use Policy.

1. Definitions

- 1.1 The following words have the following meanings, unless it is obvious from its context, that they do not.

Acceptable Use Policy	TMI's Acceptable Use Policy available at https://vertocloud.co.uk or such other website that TMI advises the Client from time to time
Agreement	the Quote, together with these Terms of Service, all the Statements of Work, the Acceptable Use Policy and the Service Level Agreement



Agreement Start Date	the date the Agreement comes into force which is the earlier of: (i) the date the Client signs the Quote; or (ii) the Subscription Start Date
AI	a system, software, model or process that performs tasks typically requiring human intelligence, including learning, reasoning, pattern recognition, decision-making, prediction, or content generation. This includes both generative AI systems (such as those that produce text, images, audio, video, or other outputs) and non-generative AI systems (such as those used for classification, recommendation, optimisation or data analysis), whether rule-based, statistical, machine learning-based, or otherwise
Client	the entity identified in the Quote or the SOW (as applicable), that subscribes to use the Verto Service or that commissions the Consultancy Services
Confidential Information	all information disclosed by one party (the disclosing party) to the other (the receiving party) or to which the receiving party gains access in connection with performance of the Services which a reasonable business person would regard as confidential, whether in writing, electronically or orally, including the business and affairs of the disclosing party, its processes and operations and in the case of TMI, the Verto Service and pricing
Consultancy Service	consulting, implementation and/or integration services to be performed by TMI as described in the Quote or SOW (as applicable)
Consultancy Fees	the fees payable for the Consultancy Service, as specified in the Quote or the SOW.
Content	any content input by the Client or a User into the Verto Service or provided by the Client to TMI, to perform the Consultancy Service
Control	the ability to direct the affairs of the Client whether by ownership of shares, contract, management control or otherwise and the expression change of Control will be construed accordingly
CPI	the consumer price index calculated by the Office of National Statistics in the UK
Elements	the factors on which TMI decides, from time to time, to base its charges for clients to use the Verto Service (e.g. Subscription Type, number of user licences)
Full User Licence	a licence, which once purchased by the Client, entitles a User to access and use the Verto Service (in accordance with the Agreement) to collaborate, edit and update tasks, but not to define project structure or resource management
Full User Licence Fee	the fee described as the 'Full User Licence' fee in the Quote, which is payable for each Full Use Licence and which fee may be amended from time to time in line with clause 9
Initial Subscription Term	from the Agreement Start Date for the initial period specified in the Quote
Initial Subscription Fees	in respect of the Initial Subscription Term, the aggregate of the Platform Fees, Full User Licence Fees, Workspace Licence Fees, Pro Licensees Fees, the Module Fees and any other fees for the Verto Service, to the extent they are each specified in the Quote



Intellectual Property Right	any patent, trade mark, service mark, copyright, database right, design right, know-how and any other intellectual or industrial property rights, anywhere in the world whether or not registered
Module	an add-on or additional component of the Verto Service, as described in the Quote (if any), which is an enhancement or extension to the core Verto Service
Module Fees	in respect of each Module purchased by the Client (if any), the fee specified for that Module in the Quote, as that fee may be amended from time to time in line with clause 9
Platform	the platform via which the Verto Service is made available by TMI from time to time, including www.Vertocloud.co.uk , Vertocloud.com , and app.verto365.com
Platform Fee	the fee described as the 'Platform Fee' in the Quote, which is payable by the Client for access to the Verto Platform and to the elements of the Platform and Verto Service stated to be included within the Platform Fee in the Quote and which fee may be amended from time to time in line with clause 9
Pro Licence	a licence, which once purchased by the Client, entitles a User to full access to all features and functionality of the Verto Service in accordance with this Agreement
Pro Licence Fees	the fee described as the 'Pro Licence' fee in the Quote, which is payable for each Pro Licence and which fee may be amended from time to time in line with clause 9
Quote	the quote, which if issued by TMI, forms part of the Agreement and specifies the Verto Service to be supplied by TMI and other key terms such as fees payable
Renewal Term	has the meaning given to it in clause 16.1
Renewal Fees	in respect of each Renewal Term, the aggregate of all the fees for the Verto Service that are specified in the Quote, increased in accordance with clause 9.4.
Representatives	in relation to a party, its employees, officers, contractors, subcontractors and advisers
Service Level Agreement	the Service Level Agreement available at https://vertocloud.co.uk/verto-standard-service-level-agreement as the same may be amended by TMI from time to time
Services	the Verto Service and the Consultancy Services (if any)
Statement of Work or SOW	any statement of work signed by TMI and the Client which describes the Consultancy Services to be provided to the Client by TMI
Subscription Start Date	the date that the Verto Service is first made available by TMI to the Client
Subscription Term	the Initial Subscription Term together with any Renewal Term
Subscription Type	the type of User subscription purchased by the Client to use the Verto Service, as specified in the Quote or as purchased under clause 9.6.2
Termination Date	has the meaning given to it in clause 17.117.1.3
Terms of Service	the terms and conditions that govern the provision and use of the Services under the Agreement, as set out in this document, as it may be amended from time to time pursuant to clause 18.7



Third Party Facilitator	any third party authorised by TMI, through whom the Client purchases or obtains access to the Verto Service, including resellers, distributors or managed service providers, who are not a party to this Agreement
TMI	TMI Systems Limited
TMI Notice	has the meaning given to it in clause 18.7
Updates	software updates to the Verto Service released by TMI
Usage Data	data or information generated, derived or collected by TMI, related to access to the Platform and use of the Verto Service by Users, including technical logs, performance metrics, statistical and analytical data, that has been aggregated and anonymised. To avoid doubt, Usage Data does not include Content
User	any employee of: (i) the Client; or (ii) the Client's suppliers or partners, that are working in conjunction with the Client on a project and with whom the Client wishes to collaborate; that the Client authorises from time to time to access the Verto Service
Verto Service	the core version of the online work collaboration service made available by TMI via the Platform together with any Modules purchased by the Client, as set out in the Quote or purchased pursuant to clause 9.6.2
Workspace Licence	a licence, which once purchased by the Client, entitles a User to restricted, often 'read-only' use of the Verto Service (in accordance with the Agreement)
Workspace Licence Fees	the fee described as the 'Workspace Licence' fee in the Quote, which is payable for each Workspace Licence and which fee may be amended from time to time in line with clause 9

- 1.2 In the Agreement, unless the context otherwise requires:
- 1.2.1 words in the singular include the plural and vice versa;
 - 1.2.2 **including** means including without limitation and **include** and **includes** shall be construed accordingly;
 - 1.2.3 all references to any legislation are references to that legislation (or successor legislation) as may be amended, supplemented, rescinded, or superseded from time to time.
 - 1.2.4 **controller** and **processor** have the meanings given to it in applicable data protection law.

2. Basis of Agreement

Terms of Service – Verto Cloud v.1.1 issued by legal function of TMI Systems Limited and valid from January 28,2026



Any purchase order issued by the Client constitutes an offer by the Client to buy the Services in accordance with these Terms of Service. It is only on the earlier of the Client signing the Quote or the Subscription Start Date that the parties enter into the Agreement for the Services.

3. The Services

- 3.1 TMI will, during the Subscription Term, provide the Services to the Client on and subject to the terms of the Agreement.

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- 3.2 The Client acknowledges that where it purchases access to the Verto Service through a Third Party Facilitator, it shall cooperate as reasonably required with both TMI and the Third Party Facilitator to facilitate the provisioning, management and ongoing support of the Verto Service. This includes timely provision of necessary information, adherence to onboarding and security requirements and participation in any required compliance or audit activities.
- 3.3 TMI will provide the Client with:
- 3.3.1 any login credentials required to enable admin access the Verto Service;
 - 3.3.2 Updates during the Subscription Term;
 - 3.3.3 technical help desk support and error resolution, in accordance with the Service Level Agreement.
- 3.4 If TMI fails to meet the standards described in the Service Level Agreement, the Client will notify details of such non-compliance to TMI in writing. If within 40 days of receipt of the notification, TMI has failed to refute any complaint, failed to achieve compliance with the required standard or failed to enable a suitable workaround, the Client may terminate the Agreement on written notice to TMI. Where TMI has been paid fees in advance for the Verto Service, TMI will reimburse the Client a pro-rata amount of those fees corresponding to the remaining part of the Subscription Term. This will be the Client's sole remedy for failure to meet the Service Level Agreement.
- 3.5 TMI reserves the right to make improvements, substitutions, modifications or enhancements to the Verto Service, including introducing appropriate technical protection measures to control the way in which any part of the Verto Service is accessed, provided that no such change will result in a material degradation of the Verto Service.

Consultancy Services

- 3.6 TMI will provide the Consultancy Services, in accordance with the Statement of Work. The Statement of Work sets out the full extent of TMI's obligations with respect to the Consultancy Services. Any services or deliverables not expressly described in it are excluded, unless otherwise agreed in writing by both parties.
- 3.7 TMI will provide the Consultancy Services with reasonable skill and care.
- 3.8 The Client will provide timely access to information, resources and personnel as reasonably requested by TMI to perform the Consultancy Services. TMI will not be liable for any delay or failure in delivery of the Consultancy Services which results from the Client's failure or delay in cooperating with TMI.
- 3.9 The Client acknowledges that where it has purchased a package of consultancy days, it will consume these within 12 months of their date of purchase, after which the right to



use them will expire without any liability for TMI to refund any part of the fees paid for them.

AI Technologies

- 3.10 The Customer acknowledges that the Verto Services may include access to or use of AI technologies.
- 3.11 The Customer further acknowledges and agrees that:
 - 3.11.1 such technologies generate outputs, responses and suggestions automatically based on input data and algorithmic processes that may be probabilistic in nature and which may not always produce explainable or consistent results;
 - 3.11.2 TMI makes no representations, warranties or undertakings as to the accuracy, completeness, correctness, reliability or usefulness of any outputs generated by such technologies;
 - 3.11.3 the Client is solely responsible for reviewing, verifying and exercising its own judgement and independent verification or for obtaining specialist advice in respect of such outputs; and
 - 3.11.4 the outputs should not be relied on as the sole basis for any business decision.

4. Right of use

- 4.1 TMI grants the Client the right to allow the Users (in line with the particular user roles available to the Client and according to the Client's Subscription Types) to access and use the Verto Service in line with its functionality for the Client's own lawful internal business purposes. This right is granted during the Subscription Term only, is non-exclusive, non-transferable, without the right to grant third parties (except for Users) access and is limited by and subject to this Agreement.
- 4.2 The Client acknowledges and agrees that:
 - 4.2.1 the Client determines who is a User, and enables their access to the Verto Service;
 - 4.2.2 the Client controls each User's level of access to the Verto Service (according to the user role assigned by the Client to the User) at all times and can revoke or change a User's access or level of access, at any time and for any reason, in which case that person or entity will cease to be a User or will have that altered level of access, as the case may be;
 - 4.2.3 the Client is responsible for all Users' use of the Verto Service and will procure that the Users comply with the relevant terms of the Agreement; and
 - 4.2.4 if there is any dispute between a Client and a User regarding access to the Verto Service or the Content, the Client will decide what access or level of access that User will have, if any.
- 4.3 The Client acknowledges that TMI will collect, process, copy, modify, store and use Usage Data for TMI's business purposes (including service improvement and analytics) without paying any fee.



5. Access conditions

- 5.1 As a condition of the Agreement, when accessing and using the Services, except to the extent permitted by applicable law, which is incapable of exclusion by agreement of the parties and except as permitted under the Agreement, the Client must:
- 5.1.1 not attempt to undermine the security or integrity of TMI computing systems or networks or, where the Verto Service is hosted by a third party, that third party's computing systems or networks;
 - 5.1.2 not use, or misuse, the Verto Service in any way which may impair the functionality of the Verto Service or Platform, or other systems used to deliver the Verto Service or impair the ability of any other user to use the Verto Service or Platform;
 - 5.1.3 not attempt to gain unauthorised access to any materials other than those to which the Client (and its Users) have been given express permission to access;
 - 5.1.4 not transmit or input into the Verto Service; (i) any files that may damage any other person's computing devices or software; or (ii) material or Content that may be offensive, in breach of any law or that otherwise causes damage or injury to any person or property (including Content or other material protected by copyright or trade secrets which the Client does not have the right to use);
 - 5.1.5 not attempt to modify, copy, adapt, reproduce, disassemble, decompile or reverse engineer any computer programs used to deliver the Verto Service or to operate the Platform except as is strictly necessary to use either of them for normal operation;
 - 5.1.6 not access any part of the Verto Service in order to build a product or service which competes with the Verto Service; or
 - 5.1.7 not connect any third party tools to the Verto Service, except for integrations with Microsoft 365 or other third party software specified by TMI, without prior written agreement from TMI.

6. The Client's obligations

- 6.1 The Client will:
- 6.1.1 obtain and maintain all necessary licences, consents, and permissions necessary for TMI, its contractors and agents to perform their obligations under the Agreement, including the Services;
 - 6.1.2 ensure that its network and systems comply with the relevant specifications provided by TMI from time to time;
 - 6.1.3 except as otherwise expressly provided in the Agreement, be solely responsible for:
 - 6.1.3.1 procuring, maintaining and securing its network connections and telecommunications links from its systems to the Verto Service; and
 - 6.1.3.2 all problems, conditions, delays, delivery failures and all other loss or damage arising from or relating to the Client's network connections or telecommunications links or caused by the internet;
 - 6.1.4 have sole responsibility for the legality, reliability, integrity, accuracy and quality of all Content;



- 6.1.5 procure that its Users use any the AI technologies made available via the Verto Service in compliance with all applicable laws and will not use them in any manner that could result in discrimination or harm;
- 6.1.6 grant TMI a non-exclusive, limited, right during the Subscription Term, to host the Content on its servers, via the Platform;
- 6.1.7 maintain copies of all Content. TMI adheres to its best practice policies and procedures to prevent data loss, including a daily system data back-up regime, but does not make any guarantees that there will be no loss of or damage to Content;
- 6.1.8 inform TMI of all health and safety and security requirements that apply to the Client's premises at which the Services may be carried out and take reasonable steps, subject to TMI's compliance with those requirements, to ensure the safety of TMI's staff at the Client's premises; and
- 6.1.9 comply with the Acceptable Use Policy in connection with the Content uploaded to the Verto Service.

7. User Licences

7.1 The Client undertakes that:

- 7.1.1 the maximum number of Users that it authorises to access and use the Verto Service will not exceed the number of User licences it has purchased from time to time;
- 7.1.2 it will not allow any User licence to be used by more than one individual User unless it has been reassigned in its entirety to another individual User, in which case the prior User will no longer have any right to access or use the Verto Service;
- 7.1.3 all usernames and passwords required to access the Verto Service are kept secure and confidential and it will immediately notify TMI of any unauthorised use of such login credentials or any other breach of security;
- 7.1.4 it will take all other actions that TMI reasonably deems necessary to maintain or enhance the security of TMI computing systems and networks and the Client's access to the Verto Service;
- 7.1.5 it will use all reasonable endeavours to prevent any unauthorised access to, or use of, the Verto Services and, if there is any unauthorised access or use, promptly notify TMI;
- 7.1.6 it will maintain a written, up to date list of current authorised Users and provide the list to TMI within 5 days of TMI's written request;
- 7.1.7 it will permit TMI or TMI 's designated auditor to audit the Client's use of the Verto Service in order to verify compliance with the Agreement; and
- 7.1.8 If any of the audit referred to in clause 7.1.7 reveals that the Client has underpaid the fees due under the Agreement, then without prejudice to TMI's other rights, the Client will pay an amount equal to such underpayment as notified by TMI to the Client within 10 days of such notification.

8. Third party providers



- 8.1 TMI makes no representation or warranty and will have no liability or obligation whatsoever in relation to use of or connection with any third party provider, software or service used by the Client to integrate with, or facilitate use of, the Verto Service, including Microsoft 365.
9. **Fees and payment**
- 9.1 Unless otherwise specified in the Quote, the parties agree that TMI will invoice the Client:
- 9.1.1 for subscription to the Verto Service, annually in advance, with the first payment being due at the Subscription Start Date;
 - 9.1.2 for the Consultancy Fees according to the invoicing schedule set out in the Quote or SOW, as applicable; and
 - 9.1.3 for all reasonable travel-related and out-of-pocket expenses incurred by TMI in the performance of the Consultancy Services (if any), in accordance with the Client's travel and expense policy (a copy of which will be provided to TMI, or TMI's policy if none is provided by the Client). If the Client is a public sector entity, TMI will invoice such expenses annually. If the Client is not a public sector entity, TMI will invoice such expenses as and when they are incurred.
- 9.2 The Client will pay each invoice within 30 days after the date of such invoice.
- 9.3 All amounts and fees stated or referred to in the Agreement:
- 9.3.1 are payable in pounds sterling;
 - 9.3.2 are non-cancellable and non-refundable, except to the extent expressly set out in the Agreement;
 - 9.3.3 are exclusive of value added tax, which will be added to TMI's invoices at the appropriate rate.
- 9.4 Unless otherwise stated in the Agreement, TMI reserves the right to increase the fees payable for the Services (including for additional user licences), for each Renewal Term. The increase shall be by a percentage equal to the aggregate of: (a) the percentage increase in the CPI over the 12 months preceding the date of the increase; and (b) 3% applied to the then current fees. TMI will provide the Client with at least 65 days' prior written notice of the price increase, such notice to expire at the end of the Initial Subscription Term or the end of the current Renewal Period (as relevant). If the Client does not agree to the price increase, it may give TMI 45 day's prior written notice to terminate the Agreement, such notice to expire at the end of the Initial Subscription Term or current Renewal Term (as relevant).
- 9.5 Without affecting clause 9.4, the Client acknowledges that the fees for subscription to the Verto Service are calculated based on the Subscription Type and number of User licences per annum and compliance with the Acceptable Use Policy. If any of the Elements change during the Subscription Term or if the Client does not comply with the Acceptable Use Policy, TMI will be entitled to charge the Client an additional fee.
- 9.6 If there is a change or addition to an Element, the party that becomes aware of or wishes to change it, must inform the other party in writing. TMI will evaluate the proposed change and either approve or reject it. If TMI approves it:
- 9.6.1 TMI will inform the Client in writing about the proposed additional fee;
 - 9.6.2 if the Client agrees the fee, TMI may, at its option and on written notice to the Client, either issue a new quote, which once signed by the Client will become a



- Quote and which will replace the preceding Quote, or will treat the agreement to the new fee by the Client as an amendment to the current Quote; and
- 9.6.3 the Client will pay TMI the agreed fee in accordance with that Quote.
- 9.7 If TMI rejects the Client's request or the parties cannot agree the fees for the change to an Element within 30 days of TMI's notice under clause 9.6.1, TMI will be entitled to terminate the Agreement on giving the Client 30 days prior written notice.
- 9.8 If payment of an invoice remains outstanding for more than 10 days after its due date, or if TMI is unable to issue an invoice, because the Client has not provided a required purchase order within 30 days of the date of signing the Quote, TMI may suspend, without liability, the Client's right of access to the Verto Service and the Content or terminate the Agreement under clause 16.4.1.
- 9.9 TMI may charge interest on any unpaid and due payments. The rate will be the higher of 8% per year above the Bank of England's base rate (but 4% per year if the base rate is 0% or below) or the highest interest rate allowed by the law. This interest will be calculated on a daily basis and will be charged from the first day that payment was due until TMI receives the full amount, whether before or after judgement.
- 10. Proprietary rights**
- 10.1 TMI acknowledges that, as between the parties, the Client owns all Intellectual Property Rights in and to all of the Content and in and to any output generated through use of the AI technologies incorporated into the Verto Service, to the extent such output is substantively derived from the Content.
- 10.2 The Client acknowledges that TMI and/or its licensors own all Intellectual Property Rights in the Platform, the Services and the Usage Data. Except as expressly stated in the Agreement, the Agreement does not grant the Client any Intellectual Property Rights in the Services, nor in any output generated by the Client through use of AI technologies incorporated into the Verto Service.
- 10.3 TMI acknowledges that it has all the rights required to grant the rights it purports to grant under, and in accordance with, the terms of the Agreement.
- 11. Confidential Information**
- 11.1 Each party (receiving party) will receive and hold any Confidential Information from the other party (disclosing party), in strict confidence and will:
- 11.1.1 protect and safeguard the Confidential Information against unauthorised use, publication and disclosure and exercise at least the same standard of care and security to protect the Confidential Information as it uses to protect its own Confidential Information, but no less than a reasonable degree of care; and
- 11.1.2 not use the Confidential Information except for the purpose of exercising or performing its rights and obligations under or in connection with the Agreement or as otherwise specifically authorised by the disclosing party.
- 11.2 A party may disclose the other party's Confidential Information to those of its Representatives who need to know such Confidential Information for the purpose of exercising its rights and obligations under the Agreement, provided that:



- 11.2.1 it informs such Representatives of the confidential nature of the Confidential Information before disclosure; and
 - 11.2.2 at all times, it is responsible for such Representatives' compliance with the confidentiality obligations set out in this clause.
- 11.3 A party may also disclose Confidential Information to the extent such Confidential Information is required to be disclosed by law, by any governmental or other regulatory authority or by a court or other authority of competent jurisdiction provided that, to the extent it is legally permitted to do so, it gives the other party as much notice of the disclosure as possible and, where notice of disclosure is not prohibited and is given in accordance with this clause 11.3, it takes into account the reasonable requests of the other party in relation to the content of the disclosure.
- 11.4 The provisions of this clause 11 will not apply to any Confidential Information that:
 - 11.4.1 is or becomes generally available to the public (other than as a result of its disclosure by the receiving party or its Representatives in breach of this clause);
 - 11.4.2 was available to the receiving party on a non-confidential basis before disclosure by the disclosing party; or
 - 11.4.3 was, is or becomes available to the receiving party on a non-confidential basis from a person who, to the receiving party's knowledge, is not bound by a confidentiality agreement with the disclosing party or otherwise prohibited from disclosing the information to the receiving party.
- 11.5 Each party reserves all rights in its Confidential Information. No rights or obligations in respect of a party's Confidential Information other than those expressly stated in the Agreement are granted to the other party, or to be implied from the Agreement.
- 11.6 On termination or expiry of the Agreement, each party will:
 - 11.6.1 subject to clause 17.1.2 destroy or return to the other party all documents and materials (and any copies) containing, reflecting, incorporating or based on the other party's Confidential Information; and
 - 11.6.2 erase all the other party's Confidential Information from computer and communications systems and devices used by it, including such systems and data storage services provided by third parties (to the extent technically practical).
- 11.7 Each party's obligations under this clause will survive termination of the Agreement.

12. **Data Protection**

- 12.1 Where TMI acts as controller of personal data, it processes such personal data in accordance with its privacy notice available at [Privacy Notice - Verto Cloud](#).
- 12.2 Where TMI acts as the Client's processor in connection with personal data, processed under the Agreement, TMI and the Client will enter into a separate data processing agreement.

13. **Indemnities**

- 13.1 The Client will defend, indemnify and hold harmless TMI against claims, actions, proceedings, losses, damages, expenses and costs (including reasonable legal fees)



arising out of or in connection with: (i) the Client's unauthorised use of the Verto Service; and (ii) any losses incurred by TMI as a result of the Content.

- 13.2 TMI will defend the Client, its officers, directors and employees against any claim that the Client's use of the Verto Service in accordance with the Agreement infringes any United Kingdom patent valid as of the Agreement Start Date, or copyright, trade mark or database right, and will indemnify the Client for any amounts awarded against the Client in judgment or settlement of such claims.
- 13.3 In the defence or settlement of any claim, TMI may procure the right for the Client to continue using the Verto Service, replace or modify the Verto Service so that it becomes non-infringing or, if such remedies are not reasonably available, terminate the Agreement on 2 UK business days' notice to the Client without any additional liability to the Client.
- 13.4 In no event will TMI, its employees, agents and sub-contractors be liable to the Client to the extent that the alleged infringement is based on:
 - 13.4.1 a modification of the Verto Service by anyone other than TMI;
 - 13.4.2 the Client's use of the Verto Service contrary to the instructions given to the Client by TMI;
 - 13.4.3 combination of the Verto Services with any products or software not supplied or approved in writing by TMI;
 - 13.4.4 the Client's continued use of the Verto Service after notice of the alleged or actual infringement from TMI or any appropriate authority; or
 - 13.4.5 the Client's breach of the Agreement.
- 13.5 Where any claim is made by a party under an indemnity in the Agreement, the indemnified party will promptly notify the indemnifying party of any and all such claims and will allow the indemnifying party at the indemnifying party's sole cost and expense to defend any proceedings in respect of any such claim in the indemnified party's name (including the right to compromise any such other proceedings after prior consultation with the indemnified party).

14. **Disclaimers**

- 14.1 TMI has no responsibility to any person other than to the Client and nothing in this Agreement confers, or purports to confer, a benefit on any person other than the Client.
- 14.2 Except as expressly provided in the Agreement:
 - 14.2.1 TMI will have no liability for any damage caused by errors or omissions in any Content, information, instructions or scripts provided to TMI by the Client in connection with the Services, or any actions taken by TMI at the Client's direction;
 - 14.2.2 the Services are provided to the Client 'as is';
 - 14.2.3 TMI shall have no liability for any loss, damage, cost or expense arising from the Client's use of any AI technologies made available in or via the Verto Services, including any reliance on any output generated by such technologies;
 - 14.2.4 TMI does not warrant that the use of the Verto Service will be uninterrupted or error free; and
 - 14.2.5 TMI gives no warranty about the Services. Without limitation, TMI does not warrant that the Services will meet the Client's requirements or that they will be suitable for any particular purpose. To avoid doubt, all implied conditions or warranties are excluded in so far as is permitted by law, including (without



limitation) warranties of merchantability, fitness for purpose, title and non-infringement.

15. Limitation of liability

- 15.1 Nothing in the Agreement excludes the liability of TMI for:
- 15.1.1 death or personal injury caused by TMI's negligence; or
 - 15.1.2 fraud or fraudulent misrepresentation;
 - 15.1.3 any other loss it is unlawful to exclude or restrict.
- 15.2 Subject to clause 15.1, TMI will have no liability to the Client (or any other person) in contract, tort (including negligence), or otherwise, for any: (i) loss of profits; (ii) loss of business; (iii) wasted expenditure; (iv) depletion of goodwill; (v) loss or corruption of data, including the Content or (vi) any special, indirect or consequential losses.
- 15.3 Subject to clauses 15.1 and 15.2, TMI's total liability to the Client under or in connection with the Agreement, whether arising out of contract, tort (including negligence) or otherwise, will not exceed:
- 15.3.1 in respect of a single claim or a series of connected claims, the greater of £50,000 or 100% of the fees paid in the 12 months preceding the event giving rise to the claim; or
 - 15.3.2 in respect of a claim under the indemnity at clause 13.2, £100,000.

16. Term and Termination

- 16.1 The Agreement will, unless otherwise terminated as provided in the Agreement start on the Agreement Start Date and continue for the Initial Subscription Term and, thereafter, the Agreement will be automatically renewed for successive periods of 12 months (each a **Renewal Term**).
- 16.2 Either party may terminate this Agreement for convenience by giving the other party at least 30 days' written notice prior to the end of the Initial Subscription Term or any Renewal Term (as applicable). In such case, this Agreement will terminate at the end of the Initial Subscription Term or Renewal Term (as applicable).
- 16.3 Without affecting any other right or remedy available to it, either party may terminate the Agreement with immediate effect by giving written notice to the other party if:
- 16.3.1 the other party commits a material breach of any term of the Agreement and (if such breach is remediable) fails to remedy that breach within a period of 14 days after being notified in writing to do so;
 - 16.3.2 the other party is unable to pay its debts as they fall due or enters into compulsory or voluntary liquidation or compounds with or convenes a meeting of its creditors or has a receiver or manager or an administrative receiver or an administrator appointed over any of its assets or ceases for any reason to carry on business or takes or suffers any similar action which in the reasonable opinion of the party giving notice means that the other may be unable to pay its debts, as they fall due.
- 16.4 TMI may in addition immediately terminate or suspend the Agreement by written notice to the Client if:



16.4.1 the Client fails to pay any amount due under this Agreement on the due date for payment and remains in default not less than 10 days after being notified in writing to make payment; or

16.4.2 the Client suffers a change in its Control.

17. **Effect of Termination**

17.1 On expiry or termination of the Agreement (**Termination Date**):

17.1.1 all licences granted under the Agreement will immediately terminate and the Client will immediately cease all use of the Verto Service;

17.1.2 TMI will disable access to the Verto Service;

17.1.3 if the Client has not downloaded a copy of the Content prior to termination, provided the Client has paid all fees and charges outstanding at the Termination Date, the Client may request TMI, by written notice within 48 hours of the Termination Date, to provide a copy of the portfolio, programme and project management Content to the Client via a secure SFTP site. The Client acknowledges that: (i) such Content will not include any attached files, dashboards, boards or reports; (ii) TMI may charge reasonable costs for downloading and providing this Content; (iii) the secure SFTP site will be disabled 14 days following the Termination Date; (iv) the Content will cease to be backed up as at Termination Date; and (v) the Content will be permanently deleted 3 months after the Termination Date.

17.1.4 any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination, including the right to claim damages in respect of any breach of the Agreement which existed at or before the date of termination will not be affected or prejudiced; and

17.1.5 clauses that are intended by implication to survive termination, will so survive, including clauses 1, 3.4, 9.9, 10.1, 10.2, 11, 13, 14, 15, 17 and 18.

18. **General**

18.1 **Entire agreement.** The Agreement supersedes and extinguishes all prior agreements, representations (whether oral or written), and understandings and constitutes the entire agreement between TMI and the Client relating to the Services.

18.2 **Waiver.** If either party waives any breach of the Agreement, this will not constitute a waiver of any other breach. No waiver will be effective unless made in writing.

18.3 **Delays.** Neither party will be liable for any delay or failure in performance of its obligations under the Agreement if the delay or failure is due to any cause outside its reasonable control. This clause does not apply to any obligation to pay money.

18.4 **No assignment.** The Client may not assign the Agreement or transfer any rights under it to any other person without TMI's prior written consent.

18.5 **Severability.** If any part or provision of the Agreement is invalid, unenforceable or in conflict with the law, that part or provision is replaced with a provision which, as far as possible, accomplishes the original purpose of that part or provision. The remainder of the Agreement will be binding on the parties.



- 18.6 **Notices.** Any notice given under the Agreement by either party to the other must be by email and will be deemed to have been given on transmission if sent between the hours of 9am to 5pm on a business day in the UK, unless a failure to transmit email has been received. If sent outside these hours, the notice will be deemed served at 9am on the next UK business day. Notices to Verto must be sent to support@Vertocloud.co.uk or to any other email address notified by email to the Client by Verto. Notices to the Client will be sent to the email address, which the Client provided when setting up access to the Verto Service.
- 18.7 **Amendments.** Unless the parties have expressly agreed otherwise in writing, TMI may, modify these Terms of Service by posting a revised version at <https://vertocloud.co.uk/terms-and-conditions>. Such revised version will become effective 5 business days after its posting, provided that where there are any material changes to the Terms of Service, TMI will provide the Client with no less than 45 days written notice of such material changes (**TMI Notice**). Unless, the material changes have been made to comply with applicable law, if the Client does not agree with such material changes, the Client is entitled to terminate the Agreement, by giving TMI written notice no less than 30 days after receipt of the TMI Notice. If the Client gives notice, the Agreement will continue to be governed by the Terms of Service applicable prior to modification until the next renewal date, at which point the Agreement will terminate. However, if TMI can no longer reasonably provide the Verto Service to the Client under the Terms of Service applicable prior to modification (for example, if the modifications result from general product changes), then TMI may terminate the Agreement and/or affected Verto Service on written notice to the Client.
- 18.8 **Public Announcement.** Neither party may make any public announcement or use the other party's trademarks, trade names or logos in publicity or marketing materials without the other party's prior written consent (such consent not to be unreasonably withheld or delayed), except that TMI may include the Client's name and logo in its promotional literature and on its platform.
- 18.9 **Force Majeure.** Neither party shall be liable to the other for any delay, or failure to perform its obligations under the Agreement (except for any obligation to pay money) if such delay or failure results from events, circumstances or causes beyond its reasonable control, including, acts of God, flood or other natural disaster, epidemic or pandemic, terrorist attack, civil commotion, interruption or failure of plant or utilities, sanctions, industrial action or failure of any Third Party Facilitator (a "Force Majeure Event"). The affected party shall promptly notify the other party in writing of the Force Majeure Event, its expected duration and the effect on its ability to perform its obligations. The time for performance of such obligations shall be extended for the period of delay or inability to perform due to the Force Majeure Event. If the period of delay or non-performance continues for more than 60 days, either party may terminate the Agreement by giving the other 20 days written notice.
- 18.10 **Governing law and jurisdiction.** The Agreement is governed by the laws of England and both parties hereby submit to the exclusive jurisdiction of the courts of England for all disputes arising out of or in connection with the Agreement.