

IEG4 Limited SaaS Contract

This Contract is between the entities listed in the Contract Details, in relation to the Service and Fees listed in the Service and Fee Summary below, and on the terms set out in the attached Contract Terms (and terms defined in those Contract Terms have the same meaning in the Contract Details and the Service and Fee Summary).

Contract details

Description	Customer's Details	IEG4's Details
Contract number		
Contract Date		
Name		IEG4 Limited
Defined terms for parties	"Customer"	"IEG4"
Registered number		5733146
Registered or business address (to be used for Formal Notice)		Suite 17, Courthill House, 60 Water Lane, Wilmslow, Cheshire, SK9 5AJ
Invoice address	As above	N/A
Billing address	As above	N/A
Person to whom Formal Notices are to be sent		Chief Executive Officer
Email address to which Formal Notices can be sent		Info@ieg4.com

Service and Fees Summary

Inv. ref	Software to be available via the Service	Annual Fees (ex VAT) (£)	Service Limitations (if any)
			The Service is not to be used for a population of Citizens that is greater than 110% of the number of the Customer's Citizens at the Commencement Date
			[Other limitations as agreed]
Total Annual Fee		XX, plus VAT (but exclusive of Transaction based Fees and any work done at T&M Rates)	

We confirm that we accept the terms of this Contract (including the attached terms and conditions)

	Customer	IEG4
Authorised signatory's signature	TBC	TBC
Name of authorised signatory	TBC	Stephen Ferry
Job title of authorised signatory	TBC	Chief Executive Officer

Contract Terms

1. Definitions and interpretation

In this Contract:

1.1. *the following words and expressions will have the following meanings:*

Term	Meaning
"Business Days"	any day which is not a Saturday, Sunday or English bank or public holiday
"BCP"	the business continuity and disaster recovery plan referred to in clause 13.1
"Citizen"	any person entitled to, or who is applying for, services provided by the Customer in relation to the Customer's own area from time to time for persons who reside, operate a business or own property in the Customer's area
"Contract Date"	the date stated as the Contract Date in the Contract Details
"Contract Details"	the table set out above under that heading
"Contract Year"	each period of twelve (12) consecutive months during the Term of this Agreement (and any extension granted under clause 5.1.2), with the first Initial Term commencing on the Contract Date, and with each subsequent Contract Year commencing on the anniversary of the Contract Date
"Customer Data"	all data of belonging to or provided by the Customer (including all data entered into the Service by Citizens and Personal Data), held by IEG4 (or anyone acting on its behalf) in the course of providing the Service and any information that results from the processing of any such data through the Services
"Data Controller"	has the same meaning as the term "controller" as defined in Article 4(7) of the GDPR
"Data Processor"	has the same meaning as the term "processor" as defined in Article 4(8) of the GDPR
"Data Protection Legislation"	means (i) The General Data Protection Regulation (GDPR) (Regulation (EU) 2016/679),(ii) the LED and any applicable national implementing Laws as amended from time to time, (iii) The Data Protection Act 2018 to the extent that it relates to Processing of Personal Data and privacy, (iv) all applicable Laws relating to Personal Data and privacy
"Enhancement"	any Release or New Version

"Fees"	the annual fees set out in the Services and Fees Summary, as amended in accordance with this Contract from time to time, together with any sums which are due in relation to Transactions or at the then current Time and Materials Rates from time to time
"FOIA"	has the meaning given in clause 20.1.2
"Force Majeure"	any event which is beyond the control of a party, or which it would not be reasonable to expect a party to control, and that prevents or delays that party from, or in, fulfilling its obligations. Force Majeure includes any act of God, act of terrorism, war, national emergency, insurrection, riot, failure or brown out of the internet, failure or brown out of any third-party communications network, power outages at sites which are not operated by IEG4 or the provider of the Infrastructure, labour dispute affecting a third-party (for which a substitute is not readily available), severe weather conditions and governmental interference
"Formal Notice"	a notice that complies with the terms of clause 31
"IEG4's Confidential Information"	any information relating to IEG4, or any customer of, or supplier to, IEG4, or the assets, processes, business, plans or intentions of any of them; the term includes software, source code, developments, reports, interfaces, enhancements, configurations (including metadata), formats, systems data, processes, methods and best practice
"Information Commissioner"	the Information Commissioner, being the body which is responsible for administering, monitoring and/or enforcing privacy, the Data Protection Legislation and FOIA in the UK (or such other body which may replace or supersede the same)
"Infrastructure"	the facilities from which and using which the Software is hosted and made available for use by the Customer as part of the Service from time to time (including the communication networks within those facilities, but not the internet or any third-party provided communications network)
"Initial Term"	the meaning given in clause 5.1
"Insolvent"	a situation in which a party: • is unable to pay its debts within the meaning of the Insolvency Act 1986;

	• is subject to an order for its winding up or striking off; • makes, or makes a proposal for, a company voluntary arrangement (or other composition with its creditors) or convenes a meeting of its creditors to consider such a proposal; • otherwise becomes subject to a voluntary arrangement or other composition with its creditors; • enters administration or is subject to an application to appoint an administrator which has been filed at court or suffers a notice of intention to appoint an administrator being filed at court; • has a receiver, manager, provisional liquidator or administrative receiver appointed over any of its assets, undertaking or income; • proposes or passes a resolution for its winding up (other than in the course of a solvent liquidation designed to implement a reconstruction or amalgamation previously approved by the other party in writing); • proposes or makes an application to court for a scheme of arrangement under Part 26 of the Companies Act 2006 (other than in the course of a solvent liquidation designed to implement a reconstruction or amalgamation previously approved by the other party in writing); • ceases to trade, threatens to do so or appears, in the reasonable opinion of the other party, likely to cease to trade within the then following 6 months; • has any distress, execution or other process levied on any of its property, unless it is fully discharged within 5 Business Days; and/or is subject to any analogous event to any of the above in any jurisdiction
"Intellectual Property Rights" or "IPR"	any intellectual or industrial property right or right in relation to confidential information which arises at any time in any country, including any and all of the following rights: • patents

	• utility models • chip topography rights • copyright • moral rights • trademarks • registered designs • unregistered designs and • rights to prevent unfair competition, in each case, whether the right is registered, applied for or unregistered. The term includes any and all extensions and renewals of any such right from time to time
"Interest"	means interest on the sum in question at 2% per annum above the base lending rate of HSBC Bank PLC in the UK over the period during which interest is due, compounded on a monthly basis
"Laws"	all English laws, including statutes, statutory instruments, by-laws, orders, directives, decrees, common law, and judgements and decisions of any regulator, court or tribunal from time to time
"LED"	Law Enforcement Directive (Directive (EU) 2016/680)
"Media Release"	any press release, public statement or other announcement concerning this Contract, its subject matter, the manner of its performance or the termination of this Contract
"Month"	a calendar month, i.e. from the first of a month until the last day of that month, e.g. 1 – 31 January
"New Version"	any version of the relevant Software from time to time which includes more than minor additional functionality to the original, irrespective of the name or number allocated to that new version of Software
"Personal Data"	has the meaning given in the Data Protection Legislation
"Process"	has the meaning given in the Data Protection Legislation (and "Processed", "Processing" and similar terms shall be construed accordingly)
"Release"	a new version of Software which fixes bugs and might also provide minor additional functionality
"RPI"	the retail prices index (or if that index ceases to be published, the index which most closely resembles that index) published by the UK's Office for National Statistics (or any successor body which takes on its function)

"Service"	a service through which the Customer may use IEG4's then standard Release of the Software (which will be held and operated on the Infrastructure) over an internet connection as part of a "software as a service" solution; the Service does not include use of New Versions unless the Customer agrees to pay for those New Versions
"Service and Fees Summary"	the table set out above under that heading
"Service Description"	IEG4's description of the Service attached as Schedule 1 to this Contract.
"Service Hours"	09:00hrs to 20:00hrs on Business Days, the term excludes any time during which Force Majeure interferes with Availability and up to one hour of planned maintenance during these hours per Month, which has been notified to the Customer in advance
"Service Limitation"	the limitations on the use the Customer may make or permit of the Services, as set out in the Services and Fees Summary and clause 3.3
"Software"	the Software described in the Service and Fees Summary; once a Release has been provided (or the Customer has bought the right to use a New Version), the term means the latest Release of the Software (or New Version which the Customer has bought the right to use), in place of the original version or previous Release (or New Version) of the Software
"Transaction"	the meaning given in the relevant Service Description
"T&M Rates"	IEG4's standard time and materials rates from time to time
"VAT"	any applicable value added tax, sales tax or similar tax which is required by Law to be added to Fees
"Working Hours"	Monday to Friday 9.00am to 5.00pm excluding UK bank and public holidays

1.2. *Headings*

Headings are included only for convenience and shall not be used to interpret this Contract.

1.3. *Time*

- 1.3.1. Unless otherwise stated, all references to times are to the relevant time in England on the relevant date.
- 1.3.2. All references to “**days**” are to a period of 24 hours running from 00:00:01hrs until 23:59:59hrs (inclusive of that first and last second, respectively) on the same day, in the relevant place (and if no place is stated, in England).
- 1.3.3. References to calendar years are to the 12-month periods beginning at the start of 1st January and ending at the end of 31st December of the same year.

1.4. *No Restrictive Rules of Interpretation*

Where a general term is used and examples or illustrations of that term, or what it includes, are given, the term shall be construed without any limitation being drawn by reference to the examples or illustrations.

1.5. *Singular/Plural, Genders, etc.*

In this Contract, unless the context requires otherwise:

- 1.5.1. the singular includes the plural, and the plural includes the singular;
- 1.5.2. any reference to one gender includes all other genders;
- 1.5.3. references to a “person” include any individual; body corporate entity; partnership; trust; organisation; joint venture (whether incorporated or not); government; department, office, agency of government and any local or municipal authority, whether or not it possesses its own legal personality; and
- 1.5.4. references to the “parties” to this Contract include their respective assignees and transferees from time to time.

1.6. *Schedules*

The schedules to this Contract shall take effect as if they were set out in full in the main body of this Contract.

1.7. *Writing*

A requirement that any communication be in “writing” allows any electronic communication that can be read by the recipient without decryption or any other process first being applied.

2. IEG4’s Principal Obligations

2.1. *Service Availability*

IEG4 shall use its reasonable endeavours to:

[Insert Date]

Document Classification: Confidential

Page 8 of 37

- 2.1.1. make each Service Available to the Customer during Service Hours (or such longer time as IEG4 may elect from time to time) from a date after the Contract Date agreed with the Customer, until the termination of this Contract, solely in accordance with the terms of this Contract;
- 2.1.2. to ensure that each Service will be performed in accordance with its Service Description, and with reasonable care and skill; and
- 2.1.3. provide access to Customer's nominated points of contact via phone and email during Service Hours to a helpdesk service to resolve errors in the Software or Service, address Service non-availability, and deal with requests for enhancements of the Service by the Customer. If any user or Citizen queries are raised, or support is provided other than in respect of errors in the Software or Service, IEG4 reserves the right to charge for its time spent in responding at the T&M Rates.

2.2. Infrastructure

IEG4 shall ensure that the Infrastructure it uses to provide the Services will:

- 2.2.1. involve 2 data centres which are not less than fifty miles apart;
- 2.2.2. be structured so that one of the data centres runs the live version of the Software and Customer Data and the other contains a geo-replicated version for resilience purposes;
- 2.2.3. only use data centres which are within the European Union; and
- 2.2.4. only use data centres which are classified by the Uptime Institute as Tier 3.

2.3. Service Support

For so long as all relevant charges have been paid, the Customer shall have the benefit of Service Support from IEG4 on the terms set out in Schedule 2

2.4. Non-conformity

Clause 2.1.2 shall not apply to the extent that any non-conformance with that clause is caused by use of the Software and Service contrary to IEG4's instructions, or modification or alteration of the Service by any party other than IEG4 or its duly authorised subcontractors or agents. If the Service does not conform to the Service Description, IEG4 shall at its own expense use reasonable endeavours to correct any such non-conformance or provide Customer with an alternative means of accomplishing the relevant function. Such correction or substitution constitutes Customer's sole and exclusive remedy for any breach of clause 2.1.2.

2.5. Law and Legislative Change

IEG4 confirms that at the Contract Date the Service complies with (or can be set up by the Customer so as to comply with) Law. If changes in Law from time to time require changes to be made to the Service which cannot be achieved by customer using the configuration tools and settings it is permitted to use within the Software and Service, IEG4 shall either:

- 2.5.1. make those changes within a reasonable time at its own cost; or
- 2.5.2. notify the Customer that it will only make those changes if the Customer and sufficient other customers (in IEG4's reasonable opinion) first agree to cover IEG4's reasonable costs in making the changes; or
- 2.5.3. terminate this Contract on not less than 90 days' prior written notice to the Customer if in IEG4's reasonable opinion the changes are technically impractical or cannot be made without it incurring excessive costs.

2.6. Enhancements

- 2.6.1. IEG4 shall have the right to introduce Releases into the Service from time to time, at its discretion, provided that no Release removes functionality provided by the original or any previous Release (except to the extent that functionality ceases to be needed as a result of a change in Law) or requires Customer to buy new software (other than an updated browser).
- 2.6.2. The Customer accepts that IEG4 is not required to make New Versions available to the Customer, unless the Customer first agrees to pay the increased Fees for that New Version.

3. Customer's principal rights and obligations

3.1. Service to be set up by Customer

The Customer acknowledges that the Service provides functionality the Customer can use to manage aspects of its undertaking, but that the Customer must set up the Service to achieve the ends it desires. Customer accepts that setting the Service up to achieve the Customer's goals is the Customer's responsibility and that IEG4 does not warrant that any specific goal can be achieved unless it is expressly set out in this Contract (including Service Description).

3.2. Other users

Customer shall be permitted to:

- 3.2.1. allow its Citizens to use those parts of the Service that are designed for use by Citizens, but only in relation to those services which Customer provides;

- 3.2.2. allow its employees and contractors it uses from time to time to use all the features of the Service on Customer's behalf, subject to the restrictions set out in clauses 3.3, 3.4, 4.3 and/or 19 and Customer placing all such employees and contractors under obligations of confidence at least as strict as clause 19; and
- 3.2.3. configure the Service using the tools provided for users within the Service (but not any other tool) and the web based demos, micro-websites and other guidance provided by IEG4 from time to time.

Customer shall be responsible for the acts and omissions of its staff and contractors as if those actions and omissions were Customer's own actions or omissions.

3.3. *Service Limitations*

Customer agrees that it will not use the Service or Software:

- 3.3.1. to manage the activities or business of any other council, authority, business or person;
- 3.3.2. to provide its services to any person other than Citizens; nor
- 3.3.3. to undertake or permit anything that breaches a Service Limitation.

Customer agrees that it will approach IEG4 to agree terms if it wishes to amend the Service Limitations from time to time.

3.4. *Service not to be abused*

Customer shall ensure that the Service is not used by Customer, its employees, its contractors or any of the Citizens:

- 3.4.1. a way which is offensive, indecent, menacing, a nuisance or defamatory;
- 3.4.2. to send, knowingly receive, upload, download, store, display or use any material which is offensive, abusive, indecent, defamatory, obscene or menacing or which is in breach of any Intellectual Property Right, privacy or any other third-party right;
- 3.4.3. fraudulently or in connection with the commission of any criminal offence (including the improper use of a public electronic communications network in breach of section 127 of the Communications Act 2003; or any unauthorised access or denial of service attacks in breach of section 1, 2, or 3 of the Computer Misuse Act 1990 or in order to commit an offence under the Regulation of Investigatory Powers Act 2000);
- 3.4.4. to "spam" or to send or provide unsolicited advertising or promotional material or to knowingly receive responses from "spam" or unsolicited advertising or promotional material sent or provided by the Customer or any third-party acting on behalf of any of them;

- 3.4.5. to “phish” or otherwise seek information about any person’s accounts or personal details, other than in the course of the Customer’s normal and legal business;
- 3.4.6. in an unlawful manner or in contravention of any Law (including Ofcom’s General Conditions of Entitlement and the Privacy and Electronic Communications (EC Directive) Regulations 2003, as amended from time to time);
- 3.4.7. to knowingly upload or make available any virus, other malicious code or corrupt data or otherwise threaten the integrity or security of any computer (including by disclosing passwords); and/or
- 3.4.8. in a way that is in contravention of any reasonable instructions of IEG4 from time to time regarding the use of the Service.

3.5. *Customer’s indemnity*

Customer shall indemnify IEG4 against any liability, cost, claim or expense incurred by or claimed from IEG4 arising out of any breach by Customer of its obligations under clause 3.4 and this indemnity shall not be limited by clause 12

3.6. *Passwords*

Customer shall be responsible for password management and IEG4 shall not be responsible for any unauthorised access made to the Service and/or Customer Data as a result of lost passwords or poor password practices, whether those lost passwords or poor password practices are the fault of Customer or its Citizens. All access to the Service made through a valid logon and password will be treated as made by the individual to whom that logon and password was issued and Customer understands that certain types of Service can be accessed and amended by Citizens, as the Service relates to the relevant Citizen.

3.7. *Browsers and communications links*

Customer acknowledges that its users and Citizens will need reasonable access to the internet and a browser which meets the minimum standards required by the Service Description from time to time. It shall be Customer’s sole responsibility to arrange such access and to maintain network connections and telecommunications links from its systems to the Service on the Infrastructure, and all problems, delays, delivery failures and other loss or damage arising from or relating to Customer’s network connections or telecommunications links or caused by the internet shall be the responsibility of Customer.

4. **IPR**

4.1. *IPR in Customer Data*

The Intellectual Property Rights in the Customer Data shall remain owned by Customer. No rights are granted in relation to the Intellectual Property Rights in the Customer Data except for the right for IEG4 and its subcontractors from time to time to copy and use the Customer Data to the extent necessary to fulfil IEG4's obligations under this Contract. To the extent that ownership of any Intellectual Property Rights in any Customer Data would otherwise become owned by IEG4, IEG4 hereby assigns those rights with full title guarantee to Customer.

4.2. IPR in the Software and Service

The Intellectual Property Rights in the Software and Service shall remain owned by IEG4 (or its licensors). No rights are granted in relation to the Intellectual Property Rights in the Software and Service except for those rights expressly granted in this Contract.

4.3. Restrictions on Use

Customer shall not except as permitted by applicable law and which is incapable of exclusion between the parties and except and to the extent expressly permitted under this Contract, attempt to obtain, or assist third parties in obtaining, access to the Services other than as provided in this Contract.

4.4. Open Source Software

The Software may contain open source software, owned by third parties, depending on the Service. Where feasible, any applicable open source software will be set out in the Service Description for the Service, together with additional terms applicable to that open source software (usually a copyright notice and licence terms applicable to that open source software). The Customer agrees to comply with those additional terms.

5. Term

5.1. Duration of this Contract

Subject to earlier termination in accordance with clause 5.2, this Contract shall commence on the Contract Date and continue until the fourth anniversary of the Contract Date (that period being the "Initial Term") and will then automatically continue for further periods of one year (each further term being a "Renewal Term") unless and until terminated by either party giving the other not less than 180 days' prior Formal Notice of termination, to expire at the end of the Initial Term or then current Renewal Term.

5.2. Early termination

Either party may terminate this Contract at any time in the following situations:

- 5.2.1. forthwith by Formal Notice if the other party becomes Insolvent;
- 5.2.2. forthwith by Formal Notice if the other party has committed a material breach of contract and has failed to remedy that material breach within 30 days of notice from the party not in breach requiring the material breach to be remedied (and the parties agree that a failure to pay any sum due under this Contract by its due date shall be deemed to be a material breach that can be remedied);
- 5.2.3. forthwith on by Formal Notice by the party which is not prevented from complying with its obligations under this Contract by Force Majeure if the affected party's performance of a significant aspect of this Contract is prevented by a Force Majeure circumstance for more than 15 consecutive Business Days (provided that notice is given before the Force Majeure ceases); and/or
- 5.2.4. forthwith by Formal Notice if there is a change in Law which prevents IEG4 from complying with its obligations under this Contract or if Customer is required to terminate this Contract as a result of any Law or any direction issued under such Law.

6. Consequences of Termination

6.1. Termination of licence and return of information

On termination of this Contract for any reason all licences granted under this Contract shall immediately terminate.

6.2. Data extraction on termination

IEG4 shall ensure that the Customer can extract the Customer Data outlined in the Service Description and held within the Service from the date notice to terminate is issued by either party until the date 7 days after termination has taken place howsoever caused. Customer acknowledges that it is its responsibility to download all Customer Data it needs from the Service within that period and accepts that after that period has elapsed IEG4 will delete all of Customer's Customer Data in accordance with its normal processes from time to time.

7. Fees and Payment Provisions

IEG4 will invoice Customer for the annual Fees (other than Fees for Transactions or work done at the T&M Rates) on or after the Contract Date and each anniversary of that date, in the amounts described in the Services and Fees Summary (or such greater sums as are determined in accordance with the following provisions). IEG4 will invoice Customer for the Fees which relate to Transactions or are calculated at the T&M Rates in arrears and from time to time (Fees for Transactions will generally be invoiced on a quarterly basis). All

Fees are expressed exclusive of VAT in this Contract and VAT will be invoiced in addition to the relevant Fees, at the then prevailing rate. The Fees are not re-fundable unless termination occurs as a result of a notice issued by Customer under clause 5.2 (in which case a pro rata refund of the annual Fees will be made in respect of the time after termination).

7.1. Each invoice will be a valid VAT invoice and contain a clear description of the Services covered by the invoice, the calculation of the Fees payable and the VAT included.

7.2. Subject to clause 7.5, Customer shall pay invoices for the Fees which have been properly raised within 30 days of the date of their receipt.

7.3. *Not Used*

7.4. *Fee disputes*

If Customer in good faith disputes some (or all) of the Fees, the work which has been invoiced by IEG4, the following procedure will be used:

7.4.1. Customer will advise IEG4 of the reason for the dispute and the amount in dispute and IEG4 shall refrain from serving a Formal Notice and/or suspending Service provision under clause 7.6 until the dispute is resolved or the period described in clause 7.5.3 has elapsed;

7.4.2. the parties will cooperate to resolve the dispute, IEG4 promptly providing any additional information Customer reasonably requests in relation to the invoice and/or work performed in the invoice;

7.4.3. if the dispute has not been resolved by the parties within 28 days of Customer advising IEG4 of the dispute, each party shall be entitled to take such steps as it considers appropriate;

7.4.4. once the dispute is resolved, IEG4 will promptly issue an invoice or credit note for the relevant amount that has been agreed or determined as due and Customer will pay any such sum which is invoiced, in accordance with clause 7.2.

7.5. *Service suspension right for non-payment and breach or certain clauses*

7.5.1. IEG4 shall have the right to suspend provision of the Service (including use of the Service by Citizens) if any Fees remain overdue for 7 or more days after a Formal Notice demanding payment and threatening suspension has been served on Customer by IEG4. If Service is suspended under this provision, IEG4 will restart the Service within 2 Business Days of receiving the overdue Fees in cleared funds.

7.5.2. IEG4 shall have the right to suspend provision of the Service (including use of the Service by Citizens) forthwith on giving Formal Notice to Customer, if the

Customer is in breach of clauses 3.3, 3.4 and/or 4.3. If Service is suspended under this provision, IEG4 will restart the Service within 2 Business Days of being satisfied that the breach has stopped and that appropriate steps have been taken to prevent a recurrence of the breach.

7.6. Fee increases

IEG4 shall be entitled to increase the Fees by no more than the then current RPI on each anniversary of the Contract Date.

7.7. Interest

If any sum is paid late, or any sum is overpaid and repaid in cash or by credit note, the party entitled to the payment concerned shall be entitled to Interest on the relevant sum from the date it ought originally to have been paid to the date of payment (or in the case of a repayment, from the date of payment until the date of repayment).

7.8. Fees fully inclusive

The Fees are inclusive of all sums which IEG4 wishes to be paid for the Service and no other sums shall be invoiced. In particular, no expense, materials costs or re-charges of any kind shall be payable by Customer except where the T&M Rates apply.

8. Not used

9. Customer Responsibilities

9.1. Customer obligations

Customer shall at its own cost promptly provide all cooperation reasonably requested by IEG4 in connection with this Contract.

9.2. Asset and licensing responsibilities

IEG4 agrees that it is responsible for obtaining and providing all assets, licences and permissions needed for it to provide the Service. Customer agrees that it is responsible for obtaining and providing all assets, licences, communications links and permissions needed for it (and anyone it allows to use the Service) to be able to access the Service (including browsers and communications connections). Customer also accepts that IEG4 is not responsible for any delays, delivery failures, or any other loss or damage resulting from the transfer of data across the internet and Customer acknowledges that the Service and Service Description may be subject to limitations, delays and other problems inherent in the use of the internet.

9.3. Failures to cooperate

Whenever Customer fails to comply with its obligations under clauses 9.1 and/or 9.2, IEG4 will be excused for any resultant non-performance or delay on its part and IEG4 shall be entitled to charge Customer for all wasted time (at the T&M Rates) and any increased or wasted costs caused by such failure.

10. IPR protections

10.1. IP indemnities

Subject to clauses 10.2 and 10.3, IEG4 irrevocably agrees to indemnify Customer promptly on demand against any and all losses, damages and expenses suffered by Customer as a result of any claim (irrespective of whether or not it is successful) that is made by any third-party on the basis that:

10.1.1. the use of the Service in any manner permitted by this Contract; and/or

10.1.2. the possession or copying of any training materials provided in relation to the Service from time to time,

infringes the Intellectual Property Rights of a third-party.

10.2. Conduct of IPR claims

Whenever Customer becomes aware of a situation which may allow it to make a claim under the indemnity granted by IEG4 under clause 10.1, it will:

10.2.1. promptly give Formal Notice to IEG4 of all of the circumstances Customer is then aware of and of all future developments as it becomes aware of them;

10.2.2. give IEG4 conduct of the relevant third-party claim and promptly cooperate with IEG4 in relation to such claim, at IEG4's cost; and

10.2.3. not make any settlement or prejudice the defence of such claim in any way, without the prior written consent of IEG4.

10.3. Causes of loss not covered by IPR indemnities

To the extent that any losses, damages and expenses claimed under the terms of clause 10.1 result from any of the following causes, they shall not be recoverable under the terms of the indemnity granted under clause 10.1:

10.3.1. use of a Service in a manner which is not expressly permitted by the terms of this Contract;

10.3.2. use of training or user materials which have been superseded by an updated version that would have avoided or reduced the relevant third-party claim; or

10.3.3. use of the Software or Service in conjunction with other software or hardware which the Software or Service was not designed or approved to run upon or with.

11. Warranties

11.1. IEG4 warrants to Customer that:

- 11.1.1. the Service will be provided in accordance with the terms of this Contract and the Service Description applicable to the relevant Service;
 - 11.1.2. use of the Service in the manner set out in this Contract will not infringe any third-party's IPR;
 - 11.1.3. IEG4 will use reasonable endeavours to ensure that the Service does not include, or introduce any malicious software code of any type (such as viruses, Trojan Horses, bombs, worms or software that creates denial of service attacks) into any system of Customer;
 - 11.1.4. IEG4 has authority to enter this Contract and that this Contract is executed by its duly authorised representative; and
 - 11.1.5. IEG4 has in place, and will at all times maintain, all consents, notifications, registrations and data transfer arrangements required by Data Protection Legislation, the Information Commissioner and and/or any other relevant privacy agencies in order to enable IEG4 to provide the Service in the manner set out in this Contract without breaching the Data Protection Legislation.
- 11.2. Customer warrants to IEG4 that it has authority to enter this Contract and that this Contract is executed by its duly authorised representative.

12. Limitation of liability

12.1. *Losses that cannot be excluded*

Neither party seeks to limit or exclude its liability for death or personal injury caused by negligence for which it is responsible, nor in respect of fraud or fraudulent misrepresentation. No provision of this Contract shall be interpreted as attempting to exclude or limit such liability or any other liability which cannot be limited or excluded by Law.

12.2. *No indirect losses*

Subject to clause 12.1, in no circumstances shall either party be liable to the other under or in connection with this Contract (including for negligence) for the following types of loss:

- 12.2.1. loss of profit or anticipated profit;
- 12.2.2. damage to reputation or goodwill;

- 12.2.3. loss of savings or anticipated savings;
- 12.2.4. loss of revenue; and/or
- 12.2.5. any form of indirect, consequential or incidental loss.

12.3. *Annual caps*

Subject to clauses 12.1 and 12.2, each party limits its liability to the other under or in connection with this Contract (including for negligence), in each calendar year in aggregate to a sum equal to the annual Fees paid or payable by under this Contract in the relevant calendar year, however the caps on liability provided in this clause 12 shall not apply to liability arising as a result of infringement, or alleged infringement, of Intellectual Property Rights or liability under clause 3.5.

12.4. *Continuation*

The terms of this clause 12 shall continue in full force and effect without limit in time after termination of this Contract, for whatever reason.

13. **Service Interruptions/BCP**

- 13.1. The business continuity and disaster recovery plan applicable to the Service (the “BCP”) is available from IEG4.
- 13.2. If a Force Majeure arises or any other circumstance which is described in the BCP as triggering the BCP occurs, IEG4 will immediately notify Customer and, unless Customer agrees otherwise, implement the BCP.
- 13.3. The BCP will be reviewed and updated by IEG4 regularly so that it reflects changes to the Services from time to time. Each updated version of the BCP will be provided to Customer on request.

14. **No Implied Terms**

No terms are to be implied into this Contract, whether by statute, custom or otherwise. Customer accepts that the Service will not be uninterrupted and that IEG4 gives no comfort about the speeds at which users or Citizens will be able to access and use the Service as that is dependent upon the technology and internet connection used.

15. **Third-party Products**

15.1. *Third-party software*

The Customer acknowledges and agrees that through the Service it may access and use other software which is not owned by IEG4 or other third-party services. In such event, Customer agrees to comply with any licence agreement which accompanies that other software or any applicable terms of service as may be provided to Customer from time to

time. Customer accepts that IEG4 does not provide support in respect of any third-party software and/or services.

15.2. Third-party websites accessed by the Customer or Citizen

The Customer acknowledges that the Service may enable or assist Customer (and/or Citizens) to access and/or use third-party websites (for example to help the Customer assess the risk profile of a Citizen) and that it does all such access and use it at Customer's own risk. IEG4 makes no warranty, representation or commitment and shall have no liability or obligation whatsoever in relation to the content or use of, or correspondence with, any such third-party website, or any transactions completed, and any contract entered into by Customer (or any Citizen), with any such third-party. Any contract entered into and any transaction completed via any third-party website is between Customer and the relevant third-party and not IEG4. IEG4 recommends that Customer and Citizens refer to the third-party's website terms and conditions and privacy policy prior to using the relevant third-party website. IEG4 does not endorse or approve any third-party website nor the content of any third-party website which may be used in conjunction with the Service.

15.3. Third-party websites and services used via the Service

Customer acknowledges that the Service may use third-party websites or services as part of the process flow in which it operates (for example to help the Customer assess the risk profile of a Citizen) and that Customer accepts all related risks. IEG4 makes no warranty, representation or commitment and shall have no liability or obligation whatsoever in relation to the content or use of, or correspondence with, any such third-party website or service, or any transactions completed, and any contract entered into by Customer, with any such third-party. Customer accepts that a contract may be required by the third-party provider of the website or service and that if such a contract is required it will promptly enter, and maintain, that contract (or cease to have use of or access to the relevant part of the Service). IEG4 recommends that Customer refers to the third-party's terms and conditions and privacy policy prior to using the relevant third-party website or service. IEG4 does not endorse or underwrite any third-party website or service nor the content of any third-party website or service which may be used in conjunction with the Service

16. No Exclusivity or volume commitment

None of the rights or commitments made by one party to the other under this Contract is intended to be exclusive or sole.

17. Anti-corruption

17.1. Compliance with anti-bribery laws

Each party undertakes and agrees that in connection with this Contract and the transactions contemplated by this Contract, it will comply with all applicable laws, rules, regulations, decrees and/or official governmental orders of the United Kingdom relating to anti-corruption and anti-money laundering from time to time.

17.2. No bribes

Each party agrees, undertakes and confirms that it has not made, offered, promised to make, authorised the making of, nor will make, offer, or promise to make, or authorise the making of, any payment or other transfer of any financial or other advantage or anything else of value, including the provision of any funds, services, gifts or entertainment, directly or indirectly to any:

17.2.1. government official;

17.2.2. director, officer, employee or agent/representative of an actual or prospective counterparty, supplier or customer of Customer or IEG4 (as appropriate);

17.2.3. director, officer, employee or agent of Customer or IEG4 (as appropriate);

17.2.4. political party, official of a political party, or candidate for public office;

17.2.5. agent or intermediary for payment to any of the foregoing; or

17.2.6. other person or entity;

for the purpose of obtaining, rewarding or influencing the award of this Contract or for any improper advantage or improper purpose or where it would be improper for the person to accept such an advantage in connection with the performance of this Contract and the transactions contemplated under this Contract or in connection with any other business transactions involving Customer.

17.3. Notice of bribes

Notwithstanding the foregoing undertakings, each party agrees to notify the other promptly upon discovery of any instance where the first party has failed to comply with any provisions of this clause 17.

18. Fraud

Nothing in this Contract shall limit or be construed as limiting or excluding either party's liability for fraud or fraudulent misrepresentation.

19. Confidentiality

19.1. Restrictions

Subject to clause 19.2, IEG4 shall not:

19.1.1. disclose any or all of the Customer Data to any third-party;

19.1.2. use any or all of the Customer Data for any reason; nor

19.1.3. copy any or all of the Customer Data for any reason.

19.2. Exception to the restrictions

Notwithstanding the terms of clause 19.1:

19.2.1. IEG4 may use and copy the Customer Data to the extent necessary to provide the Service;

19.2.2. IEG4 may disclose the Customer Data to those of its staff who are bound by reasonable terms of confidentiality and who need access to the relevant Customer Data, but only to the extent necessary to enable IEG4 to provide the Service;

19.2.3. IEG4 may disclose the Customer Data to any of its subcontractors who provide the Infrastructure from time to time or have been approved in writing by Customer from time to time and who have in each case first entered into reasonable confidentiality obligations and who need access to the relevant Customer Data to enable IEG4 to provide the Services;

19.2.4. the restrictions set out in clause 19.1 shall not apply to Customer Data which:

19.2.4.1. was already known by IEG4 prior to its disclosure under this Contract provided that such Customer Data is not subject to any obligation of confidence owed by IEG4 to Customer or any third-party under any other agreement;

19.2.4.2. is obtained by IEG4 after its disclosure under this Contract from a third-party, provided that such Customer Data is not subject to any obligation of confidence owed by IEG4 to any third-party;

19.2.4.3. was already in or enters the public domain (other than as a result of a breach of a confidentiality obligation owed by IEG4 or any subcontractor to IEG4); and/or

19.2.4.4. IEG4 is obliged to disclose by law or the order of any court or regulatory authority which has competent jurisdiction.

19.3. Notification of breaches of confidentiality or security

Immediately on becoming aware that Customer Data has been disclosed or accessed by an unauthorised third-party, IEG4 will notify Customer, giving full details.

19.4. Protection of IEG4's Confidential Information

The provisions set out in clause 19.1 and 19.2 shall apply in equivalent terms in relation to the IEG4 Confidential Information, except that:

19.4.1. references to “the extent necessary to provide the Service” shall be deemed to read “the extent necessary to receive and enjoy the Service”;

19.4.2. notwithstanding those terms, Customer will be permitted to use, copy IEG4’s Confidential Information and to disseminate IEG4’s Confidential Information to its staff and those third parties it is permitted to allow to use the Service to the extent necessary for it to obtain the benefit of the terms of this Contract; and

19.4.3. Customer shall ensure that any such recipient of IEG4’s Confidential Information protects IEG4’s Confidential Information in terms consistent with this Contract .

19.5. *Continuation*

The terms of this clause 19 shall continue in full force and effect without limit in time after termination of this Contract, for whatever reason.

20. **Freedom of information**

20.1. *Definitions*

Where the FOIA applies to Customer, the following definitions shall apply to this clause 20:

20.1.1. “**Commercially Sensitive Information**”: IEG4’s Confidential Information and its IPR which IEG4 has indicated to Customer that, if disclosed by Customer, would cause IEG4 significant commercial disadvantage or material financial loss;

20.1.2. “**FOIA**”: the Freedom of Information Act 2000, any subordinate legislation made under the Act from time to time, together with any guidance and/or codes of practice issued by the Information Commissioner or relevant government department in relation to such legislation;

20.1.3. “**Information**”: has the meaning given to it under section 84 of the FOIA;

20.1.4. “**Request for Information**”: a request for information or an apparent request under the Code of Practice on Access to Government Information or the FOIA;

20.2. *Application*

Where the FOIA applies to Customer, IEG4 shall (at Customer’s cost, calculated at the T&M Rates):

20.2.1. provide all necessary cooperation reasonably requested by Customer to enable Customer to comply with its obligations under the FOIA;

20.2.2. transfer to Customer all Requests for Information relating to this Contract that it receives as soon as practicable and in any event within 5 Business Days of receipt;

20.2.3. provide Customer with a copy of all Information belonging to Customer requested in a Request for Information which is in its possession or under its control in the

form that Customer requires within 5 Business Days (or such other period as Customer may reasonably specify) of Customer's request for such Information; and

20.2.4. not respond directly to a Request for Information unless authorised in writing to do so by Customer.

20.3. Disclosure

IEG4 acknowledges that Customer may be required under the FOIA to disclose Information (including Commercially Sensitive Information) without consulting, or obtaining consent from, IEG4. Customer shall take reasonable steps to notify IEG4 of a Request for Information (in accordance with the Secretary of State's section 45 Code of Practice on the Discharge of the Functions of Public Authorities under Part 1 of the FOIA) to the extent that it is permissible and reasonably practical for it to do so but (notwithstanding any other provision in this Contract). Customer shall be responsible for determining in its absolute discretion whether any Commercially Sensitive Information and/or any other information is exempt from disclosure in accordance with the FOIA.

21. Data Protection

21.1. Compliance with Data Protection Legislation

Each party will comply with its obligations under the Data Protection Legislation.

21.2. Ownership of Customer Data

Customer shall own all right, title and interest in and to all of the Customer Data and shall, without prejudice to IEG4's express obligations under this Contract, have sole responsibility for the legality, reliability, integrity, accuracy and quality of the Customer Data.

21.3. Controllers/processor roles

The parties agree that for the purposes of the Data Protection Legislation and this Contract, Customer is the Data Controller and IEG4 is a Data Processor for all Personal Data provided by or on behalf of Customer from time to time, and Customer shall ensure that Customer is entitled to transfer the Personal Data to IEG4 so that IEG4 may lawfully use, process and transfer the Personal Data in accordance with this Contract on Customer's behalf by Customer ensuring that all relevant third parties (including all relevant Citizens) have been informed of, and have given their consent to, such use, processing and transfer of their Personal Data by IEG4 under this Contract.

21.4. Following Customer instruction

IEG4 shall only Process Personal Data in accordance with this Contract and Customer's reasonable lawful instructions.

21.5. Following Citizens' instructions

IEG4 and the Customer recognise that the integration of public sector and third sector services is important to many Citizens and to the efficient operation of public and third sector services. Some Service elements are designed to help achieve this end. Customer acknowledges and accepts that certain aspects of the Service (apparent from the Services themselves and/or in the Service Description for the relevant part of the Service) may allow some or all Citizens who have elected to use a specific Service to:

- 21.5.1. enter data into databases or other facilities provided by the Service; and/or
- 21.5.2. correct or delete data in or from databases or other facilities provided by the Service; and/or
- 21.5.3. approve specific uses of data which have been entered into databases or other facilities provided by the Service supplied to Customer regarding that Citizen, including disclosure of that information to third parties approved by the Citizen (or revoke those approvals); and/or
- 21.5.4. approve the disclosure of data held in relation to that Citizen by Customer to third parties, by being copied or made accessible from the databases or other facilities provided within the Service (or revoke those approvals).

The Customer agrees that IEG4 may facilitate all such data sharing and instructs IEG4 to undertake such sharing and any steps reasonably required to facilitate that sharing.

21.6. Security measures

IEG4 shall take at least the appropriate technical and organisational security measures that are reasonably required against unlawful Processing of Personal Data and/or its accidental loss or destruction and/or other damage to it.

21.7. Specific preventative steps

IEG4 shall:

- 21.7.1. in providing the Service, comply with its privacy policy relating to the security and privacy of the Customer's Personal Data, which is available on request by the Customer, as such document may be amended by IEG4 from time to time;
- 21.7.2. ensure that those of its personnel (but not those of the Infrastructure provider) who need to process Customer's Personal Data for the performance of IEG4's obligations under this Agreement have been vetted to ensure they have no criminal

- record, are reliable and aware of all the measures they need to take in relation to Personal Data from time to time;
- 21.7.3. except to the extent permitted in clause 21.5, keep the Customer's Personal Data in a separate database from the personal data of any other customer;
- 21.7.4. forthwith notify Customer of any request from the Information Commissioner in relation to Customer's Personal Data and conduct itself in relation to any such request as Customer reasonably requires;
- 21.7.5. forthwith notify Customer of any subject access requests or similar requests received in relation to the Personal Data of Customer;
- 21.7.6. cooperate with, and provide information reasonably requested by, Customer from time to time, so that Customer can comply with their obligations under Data Protection Legislation;
- 21.7.7. not transfer, or request Customer to transfer, any Personal Data of Customer out of the European Economic Area without the prior written consent of Customer;
- 21.7.8. provide any materials and information reasonably required by Customer from time to time to demonstrate compliance with this clause; and
- 21.7.9. ensure that any subcontractor who has access to Personal Data of Customer only Processes that Personal Data in accordance with Customer's reasonable instructions to IEG4 and complies with all of the obligations relating to the Data Protection Legislation contained in this Contract; and
- 21.7.10. follow its archiving procedures for Customer's Personal Data as set out in its current security policy (which shall be made available to Customer on request).

21.8. *Compensation*

Customer agrees to pay for all time (at the T&M Rates) and expenses reasonably incurred by IEG4 in complying with its obligations under clauses 21.7.4, 21.7.6 and 21.7.8. IEG4 may invoice for that time and expenses when it considers appropriate from time to time.

21.9. *Marketing messages*

Customer accepts and agrees that IEG4 will send Customer and its representatives' messages from time to time concerning IEG4 activities including user groups, webinars and hackathon events by email and/or phone. IEG4 agrees to stop sending such messages to any representative of the Customer who objects to IEG4 in writing from time to time.

21.10. *Continuation*

The terms of this clause 21 shall continue in full force and effect without limit in time after termination of this Contract, for whatever reason.

22. Audits by Customer or its regulators

22.1. Customer Audits

Customer may, no more than once in any calendar year, audit IEG4's performance of this Contract, the performance of IEG4's subcontractors and/or the Fees (as Customer elects). The following provisions will apply to each of those audits:

22.1.1. Customer will give not less than 5 Business Days' notice of each audit, unless it fears fraud, in which case it need give no notice;

22.1.2. audits will be conducted during IEG4's normal business hours;

22.1.3. Customer may conduct audits itself or appoint third parties to do so on its behalf, provided those third parties first enter a confidentiality agreement with IEG4 in terms equivalent to clause 19 to protect IEG4's Confidential Information;

22.1.4. Customer shall not be given access to the Infrastructure or any records or systems that hold data belonging to any other customer of IEG4; and

22.1.5. IEG4 will give Customer and its representatives, during IEG4's normal business hours, such access to IEG4's people, premises, records and systems as is required to:

22.1.5.1. establish that the terms of this Contract have been, and are then being, fulfilled by IEG4; and/or

22.1.5.2. verify that the Fees which have been levied are correct; and/or

22.1.5.3. allow Customer to comply with all Laws; and/or

22.1.5.4. allow Customer to deal with any complaints it has received from Citizens;

22.1.6. all access by or on behalf of Customer will be supervised by IEG4 in the manner IEG4 reasonably requires from time to time; and

22.1.7. IEG4 will provide Customer and its representatives with such copies of documents and records as they may reasonably request from time to time.

22.2. Regulatory audits

If any regulator with authority over Customer from time to time wishes to interview IEG4 and/or its staff or audit IEG4's facilities, IEG4 will attend or ensure that the relevant people attend) that interview and permit the required audit and cooperate with the relevant regulator in this regard, in the manner required by the regulator. Clauses 22.1.2 and 22.1.4 shall apply to those audits.

22.3. No audits of Infrastructure providers

Customer accepts that no access will be given to any provider of the Infrastructure (or any of its facilities) under this clause 22 or otherwise.

22.4. Compensation

Customer agrees to pay for all time (at the T&M Rates) and expenses reasonably incurred by IEG4 in complying with its obligations under clauses 22.1 and 22.2.

22.5. Continuation

The terms of this clause 22 shall continue in full force and effect for 6 months after termination of this Contract, for whatever reason.

23. No poaching of staff

23.1. Prohibition

Subject to clause 23.2, Customer undertakes to IEG4 that Customer will not employ or solicit directly or indirectly any person engaged by IEG4 in the performance or management of this Contract from time to time for employment by (or otherwise to supply services to) Customer.

23.2. Exceptions

Nothing shall prevent:

23.2.1. Customer employing or soliciting a person who responds to an advertisement, provided they were not told of its existence or encouraged to apply in response to the advertisement by or on behalf of Customer;

23.2.2. Customer employing or soliciting a person who has at the relevant time not been involved with the performance or management of this Contract for at least the then preceding 6 months; or

23.2.3. Customer employing or soliciting a person who is then paid a salary of less than £40,000 per annum, or the equivalent in any currency.

23.3. Continuation

The terms of this clause 23 shall continue in full force and effect for 6 months after termination of this Contract, for whatever reason.

24. Force Majeure

24.1. Notify events

If either party is subject to a Force Majeure situation which will, or may, prevent it from fulfilling some or all of its obligations under the terms of this Contract, it will immediately notify the other party, stating:

[Insert Date]

Page 28 of 37

Document Classification: Confidential

- 24.1.1. the nature of the Force Majeure situation;
- 24.1.2. the likely duration of the Force Majeure situation;
- 24.1.3. the interference that party anticipates in complying with its obligations under this Contract; and
- 24.1.4. the steps being taken to minimise the impact of the relevant situation (including any plan to roll out the BCP).

24.2. Efforts to continue performing

Without prejudice to any obligation to implement the BCP, the party suffering the Force Majeure situation will take all reasonable steps it can to minimise the impact of the Force Majeure on the other party, continually update the other on the situation and provide such information as is reasonably requested of it from time to time, until the Force Majeure situation ceases to affect the provision of the Services.

25. Insurance

25.1. Obligation to insure

IEG4 shall at all times maintain the minimum following insurances with a reputable insurer:

- 25.1.1. Employer's liability insurance with a limit of indemnity of £5 million for all claims which arise from the same accident or event.;
- 25.1.2. Public and product liability insurance with a limit of indemnity of £2 million for each claim other than for products on aggregate policy limit;
- 25.1.3. Professional indemnity insurance with a limit of indemnity of £2 million for any one claim;

IEG4 shall pay its premiums for such policies promptly and not do anything which might make those policies void or voidable.

25.2. Evidence of insurance

IEG4 shall provide certificates of such insurance whenever required by Customer from time to time and immediately notify Customer of any non-renewal, cancellation or material amendment to any such policy.

25.3. Continuation

The terms of this clause 25 shall continue in full force and effect for 6 months after termination of this Contract, for whatever reason.

26. No Subcontracting other than Infrastructure

Customer acknowledges that the Infrastructure will be provided by third parties and agrees that IEG4 may subcontract provision of the Infrastructure to such third parties without Customer's consent, provided that they comply with the requirements set out in clause 2.2.4. Notwithstanding clause 0 below, IEG4 shall not be liable for the acts and omissions of the third parties referred to in this clause 0 save to the extent (if any) which IEG4, using its reasonable efforts, can recover any resulting losses or damages from the provider of the Infrastructure.

Except as set out in clause 0, IEG4 shall not sub-contract, appoint an agent to perform or otherwise delegate any or all of its obligations under or in connection with this Contract to the any third-party without the prior written consent of Customer.

Except for those third-party subcontractors referred to in clause 0 for which IEG4 shall not be liable, IEG4 will remain liable for the acts and omissions of its other subcontractor as if they were its own actions or omissions and shall not be relieved of any obligation as a result of that subcontracting.

27. Assignment of this Contract

Neither party shall be entitled to assign, transfer, charge or hold on trust the benefit or burden of this Contract (or any part of it), without the prior written consent of other party, except that:

27.1. IEG4 shall be entitled to assign the benefit and burden of this Contract without Customer's consent to a purchaser of some or all of IEG4's business; and

27.2. Customer shall be entitled to assign the benefit and burden of this Contract without IEG4's consent to any party that succeeds the Customer in having responsibility for the functions that form the subject of the Service.

28. Severance

If any term of this Contract is held to be void or unenforceable for any reason by any court or other body which has competent jurisdiction, the parties agree that the relevant terms shall be deemed to have been severed from this Contract and never to have applied. That severance shall not affect the remainder of this Contract.

29. No partnership or agency

29.1. Neither this Contract nor any action taken by the parties in relation to it shall create any agency, partnership or joint venture.

29.2. Neither party shall have the right to bind the other or otherwise act as its agent.

Each party confirms to the other that it is not entering this Contract as agent for any third-party.

30. No waiver

Unless the contrary is stated in a Formal Notice, no delay nor any partial or complete failure to exercise any right or remedy under or in connection with this Contract shall be taken to be a waiver of any such right or remedy, or to limit the future use of that or any other right or remedy.

31. Formal Notices

Where Formal Notice is required under the terms of this Contract it may only be given in the ways set out in the table below, to the recipient's addressee and addresses referred to below. Formal Notices shall take effect at the time stated in the table (or if that time is outside Service Hours, at the point in time when Service Hours next begin)

Permitted method of delivery	When effective	Where Customer must be served	Where IEG4 must be served
By hand	On delivery	The addressee, address and email details in the Contract Details	The addressee, address and email details in the Contract Details
By prepaid first class post	At the start of the second full Business Day after posting		
By email	On despatch, if sent more than half an hour before the end of that Business Day's Service Hours or otherwise at the start of Business Day after despatch, but in each case only if a copy is sent by prepaid first class post on the same Business Day as the email is sent		

31.1. Either party may change its addressee and/or address details for receiving Formal Notices by serving Formal Notice of the changed details on the other party.

32. No third-party rights

The parties do not intend to grant any third-party the right to enforce this Contract or any part of it, whether by virtue of the Contracts (Rights of Third Parties) Act 1999 or otherwise.

33. Variations to this Contract

Variations to this Contract are not binding unless made in a document signed by a duly authorised signatory of each party.

34. Counterparts can be used

34.1. This Contract may be executed in any number of counterparts, each of which when executed and delivered shall constitute a duplicate original, but all the counterparts shall together constitute the one Contract.

34.2. No counterpart shall be effective until each party has executed and delivered at least one counterpart.

35. No set off

Customer may not set off any sums which IEG4 owes to Customer from time to time under or in connection with this Contract, or otherwise, against the Fees.

36. Cumulative rights

36.1. The rights and remedies provided for in this Contract are additional to each other and can be exercised at the same time or in sequence.

36.2. The rights and remedies provided for in this Contract do not prejudice any other rights or remedies that may exist at Law.

37. Costs arising in negotiation of this Contract

Each party is responsible for the costs it incurs in negotiating and entering into this Contract.

38. Dispute Resolution Procedure

38.1. If a dispute arises out of or in connection with this Contract or the performance, validity or enforceability of it ("Dispute"), then except as provided in clause 7.5 in relation to fee disputes or otherwise expressly provided in this agreement, the parties shall follow the procedure set out in this clause:

38.1.1. either party shall give to the other written notice of the Dispute, setting out its nature and full particulars ("Dispute Notice"), together with relevant supporting documents. On service of the Dispute Notice, the Team Support Leader of the Customer and a manager of IEG4 shall attempt in good faith to resolve the Dispute;

38.1.2. if the Team Support Leader of the Customer and the manager of IEG4 are for any reason unable to resolve the Dispute within 30 days of service of the Dispute Notice, the Dispute shall be referred to the Chief Executive of the Customer and Chief Executive Officer of IEG4 who shall attempt in good faith to resolve it; and

38.1.3. if the Chief Executive of the Customer and Chief Executive Officer of IEG4 are for any reason unable to resolve the Dispute within 30 days of it being referred to them, the Dispute shall be finally resolved by the courts of England and Wales in accordance with clause 40 of this Contract.

39. Entire agreement

The express terms of this Contract contain all of the terms agreed between the parties in relation to its subject matter. The parties agree that any and all representations (other than any fraudulent representations) which may have been made in the course of negotiating this Contract, but which are not expressly repeated in this Contract, have been withdrawn.

40. Law and Jurisdiction

40.1. The formation, existence, construction, performance, and validity of this Contract and any non-contractual obligations arising out of or in connection with it shall be construed in accordance with the laws of England.

40.2. The courts of England shall have exclusive jurisdiction to settle any disputes which may arise out of or in connection with this Contract and including in relation to any non-contractual obligations. The parties irrevocably agree to submit to that jurisdiction except that each party may seek injunctive relief in any court of competent jurisdiction.

Schedule 1 Service Description

(insert IEG4 service definitions into hard copy)

Schedule 2 Service Support

1 Support Services to be provided by the Supplier

1.1 In consideration of the payment by Customer of the Charges IEG4 shall provide the following services during Working Hours: -

- 1.1.1 a telephone helpdesk for reasonable general user enquiries from Competent Employee in respect of the Software; and
- 1.1.2 information and advice on forthcoming New Releases and New Versions of the Software; and
- 1.1.3 supply of copies of all New Releases which IEG4 in its sole discretion decides to release from time to time, (but for the avoidance of doubt there is no obligation on Customer to use) together with updates to the Operating Manuals; and
- 1.1.4 Fault correction in accordance with clause 2 below.

2 Fault Correction

2.1 Where Customer at any time discovers any Fault with the Software then it shall as soon as is reasonably practicable (and in any event within fourteen (14) days of such discovery), notify IEG4 of the same.

2.2 There shall be four defined sub-sets of Fault:

- 2.2.1 "Category A – Extreme Urgency" shall be a Fault which makes the Software unusable for multiple organisations or a significant number of system users within a single organisation; and
- 2.2.2 "Category B - Urgent" shall be a Fault which makes a significant component or group of components of the Software not functional for a number of system users; and
- 2.2.3 "Category C – Important" shall be a Fault which makes a component or group of components of the Software not functional for an individual user of the Software; and
- 2.2.4 "Category D - Standard" shall be a minor or cosmetic Fault which does not affect the performance of the Software or the Customer's use of it to any material extent, or an issue related to non-production services, or is a request for configuration changes, or enhancements, or a general query.

2.3 IEG4 shall, during Working Hours, use its reasonable endeavours to respond to Faults notified to it by Customer dependent on the category of Fault agreed between the parties in accordance with the target time scales as follows:

- 2.3.1 Category A - target response time 1 hour; target resolution 8 hours; and
 - 2.3.2 Category B – target response time 2 hours; target resolution 24 hours; and
 - 2.3.3 Category C - target response time 4 hours; target resolution 48 hours; and
 - 2.3.4 Category D - target response time not applicable; target resolution not applicable.
- 2.4 In doing so IEG4 shall not be required to work outside Working Hours.
- 2.5 Customer acknowledges that IEG4 may provide a temporary, practical work around solution (as opposed to a permanent fix) for a Fault.
- 2.6 IEG4 reserves the right not to resolve Category D Faults.

3 **Optional Services**

- 3.1 Software tuning, data conversion and other services may also be available from time to time by separate agreement between the parties and such services shall be subject to Supplementary Charges and provided on IEG4's then standard terms.
- 3.2 IEG4 may offer for purchase by Customer New Versions of the Software from time to time at IEG4's then standard list price and provided on IEG4's then standard terms but for the avoidance of doubt Customer shall not be obliged to buy and IEG4 will provide support for its most up to date version and the two previous versions.

4 **Excluded Services**

- 4.1 Software Support does not include the diagnosis and rectification of any fault resulting from:
- 4.1.1 improper use, or improper operation or neglect of the Software; or
 - 4.1.2 modification of the Software by or on behalf of Customer or any third-party or its merger (in whole or in part) with any other software; or
 - 4.1.3 use of the Software on equipment other than the Hardware without the prior written approval of IEG4 (such approval not to be unreasonably withheld but any time spent by IEG4 to provide such approval being charged at IEG4's standard rates); or
 - 4.1.4 failure by Customer to implement and use recommendations in respect of the Software or solutions to Faults previously supplied by IEG4; or
 - 4.1.5 failure by Customer to implement and use any New Release; or

- 4.1.6 failure of any hardware (including the Hardware), any network, cabling, peripheral or telecommunications equipment, or the effect of lightning or any electrical fault; or
 - 4.1.7 Faults which cannot be reproduced by IEG4; or
 - 4.1.8 operation of the Software by people who are not adequately trained in such use.
- 4.2 If IEG4 provides help in respect of any of the circumstances set out in clause 4.1 or services outside Software Support it shall be entitled to invoice Supplementary Charges for such service