



IIZUKA CASE MANAGER TERMS AND CONDITIONS

Case Manager Terms and Conditions

This agreement is a subscription contract for services setting out the terms and conditions under which you will be entitled to use the IIZUKA Case Manager. By completing the online Order Form, along with clicking the "I have read and agreed to the terms set out in the Case Manager Terms and Conditions" check box, you have agreed to be bound by the following terms and conditions (the "**Terms**") which Terms (and any documents referred to herein), together with the Case Manager Subscription Online Order Form (the "**Order Form**") shall be known as the "**Subscription Agreement**".

This Subscription Agreement governs your use of our web based case management system (including any downloadable components and Software) all as set out in your Order Form for a period of one (1) year (the "**Subscription Period**"). The Subscription Period shall commence on the later of either the date of our written acceptance of your order set out in the Order Form; or the Go Live Date (as set out in clause 2).

By entering into this Subscription Agreement on behalf of a Company or other legal entity (referred to as the "**Customer**" or "**you**" or "**your**") you represent that you have the authority to both use the Services and to agree to this Subscription Agreement on behalf of your organisation and to bind your organisation.

"**IIZUKA**," "**we**," and "**us**" means IIZUKA Software Technologies Limited, being a company incorporated under the Companies Acts and registered in England and Wales (Registered Number 04498601) and having its registered office at 2 Church Court, Cox Street, Birmingham B3 1RD.

The following definitions are used in this Subscription Agreement:

Business Day: a day other than a Saturday, Sunday or public holiday in England when banks in London are open for business.

Normal Business Hours: means 9.00 am to 5.00 pm local UK time, each Business Day.

Confidential Information: means information a party designates as confidential or reasonably considers to be confidential, and includes the pricing information on an Order Form.

Charges: means the Subscription Fees together with the cost of any Professional Services and/or other cost or purchase price that may be more particularly detailed and described in the Order Form.

Customer Data: the data inputted by you, the Customer, or by a User, for the purpose of using the Services or facilitating your use, or a User's use, of the Services.

Data Processing Agreement: means the data processing agreement annexed to the Order Form; the terms of which are expressly incorporated into this Subscription Agreement.

Order Form: means the initial and any subsequent order form which takes effect between you and IIZUKA.

Privacy Statement: means our privacy statement for customers available at: www.iizuka.co.uk/privacy-policy; the terms of which are expressly incorporated into this Subscription Agreement.

Professional Services: means any support service and/or training, solution advising or any other consultancy services that IIZUKA may agree to provide and which additional services may be more particularly detailed and described in the Order Form, and shall be subject to additional IIZUKA support terms found at www.iizuka.co.uk.

Services: the on-line case management services and all associated online facilities, tools and services provided by IIZUKA to the Customer under this Subscription Agreement via www.iizuka.co.uk or any other website notified to the Customer by IIZUKA from time to time.

Software: the online software applications provided by IIZUKA as part of the Services.

Subscription: means the subscriptions purchased by the Customer which entitle the Customer and its authorised Users to access and use the Services in accordance with this Subscription Agreement.

Subscription Fees: the subscription fees payable by the Customer to IIZUKA for the Subscriptions, as set out in the Order Form

User: means any and all individuals who are authorised to use the Services and which individuals are employees of the Customer or are otherwise authorised by the Customer to access its Subscription.

User Personal Data: means any personal data in relation to a User input by the Customer, or a User for the purpose of using the Services or facilitating the Customer's use, or a User's use, of the Services.

Virus: any thing or device (including any software, code, file or programme) which may: prevent, impair or otherwise adversely affect the operation of any computer software, hardware or network, any telecommunications service, equipment or network or any other service or device; prevent, impair or otherwise adversely affect access to or the operation of any programme or data, including the reliability of any programme or data (whether by re-arranging, altering or erasing the programme or data in whole or part or otherwise); or adversely affect the User experience, including worms, trojan horses, viruses and other similar things or devices.

1.1 A person includes an individual, corporate or unincorporated body (whether or not having separate legal personality).

1.2 A reference to a company shall include any company, corporation or other body corporate, wherever and however incorporated or established.

1.3 Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.

1.4 Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.

1.5 A reference to a statute or statutory provision is a reference to it as it is in force as at the date of this agreement.

SUBSCRIPTION RIGHTS AND USE

We will provide you with the Subscriptions included in your Order Form. We shall perform any configuration as is necessary for you to use the Services, such configuration details being set out in the Order Form. Once configuration has been completed by us we shall email to you your login details, confirming that configuration has been completed (the **"Go Live Date"**) and that the Services are now live. You will be deemed to have accepted the Services on expiry of five working days from the date of the Go Live Date. During the Subscription Period we shall use reasonable endeavours to provide and make available to you, the Services on and subject to these Terms. You may only use the Services in accordance with any current product documentation.

We shall use commercially reasonable endeavours to make the Services available during Normal Business Hours, except for planned maintenance and/or unscheduled maintenance. You acknowledge and agree that your access to the internet cannot be guaranteed and that we shall never be liable for deficiencies in your own internet connection or equipment or other hardware utilized by you in order to access and use the Services.

You shall be entitled to permit Users to have access you the Services and you acknowledge and agree that you are fully and solely liable for the Users to whom you afford access to the Services. The maximum number of Users and storage under a Subscription shall be more particularly detailed and described in the Order Form.

In the event that we have agreed to provide you with Professional Services related to the Services, then we shall mutually agree with you as to when such Professional Services shall be performed. You agree that you shall provide us with not less than 90 days' notice in the event that you wish to cancel or otherwise amend any scheduled training days and should you fail to provide such notice, you shall compensate us for the direct costs incurred in relation to performing the Professional Services including (but not limited to) travel costs and other properly and reasonably incurred expenses. It is your responsibility to provide a suitable location where training can take place together with all necessary computing and other associated equipment including (but not limited to) a projector and internet connection.

If you purchase a Subscription, IIZUKA grants you a non-exclusive, non-transferable, non-sublicensable, limited license during the Subscription Period to access and use the Services and all updates we make generally available (such updates shall be supplied free of charge). We reserve the right to implement new version and upgrades of the Services, including (but not limited to) changes that effect modifications to the design, operational method, technical specifications, systems and other functions of the Services at any time without prior notice.

Except as set forth in this condition 2, this Subscription Agreement does not grant you any rights to or in patents, copyright, database right, trade secrets, trade names, trade marks (registered or unregistered) or any other rights or licences in respect of the Services. You acknowledge and agree that IIZUKA and/or its licensors own all intellectual property rights in the Services. You agree that you will only use the Services in accordance with this Subscription Agreement and conditions and any relevant law, regulation or other applicable instrument in your jurisdiction.

IIZUKA shall provide support services during the Subscription Period. Details of our standard response times are set out in Annex 1 to these Terms.

PAYMENT

You agree to pay any Charges including all Subscription Fees in accordance with the Order Form and to provide to us with valid, up-to-date and complete credit card details; or authorisation to initiate a direct debit; or approved purchase order information acceptable to us and any other relevant valid, up-to-date and complete contact and billing details.

If you provide us with your credit card details, you, hereby authorise us to bill such credit card for the Charges payable in accordance with the Order Form.

If you provide us with your approved purchase order information, we shall invoice you for the full amount of the Charges payable in advance and you agree to pay each invoice within 14 days of the date of such invoice. You understand that an active subscription is required in order to use the Software and or any of the Services generally.

If you provide us with your authorisation to initiate a direct debit on your account, you shall provide details of its bank account, including sort code, account number and account name and shall duly authorise us to collect the Charges in advance by direct debit in accordance with the Order Form.

If we have not received payment within 14 days after the due date, and without prejudice to any other rights and remedies that we may have, we: may (i) without liability to you, disable your password, account and access to all or part of the Services and we shall be under no obligation to provide any or all of the Services while the invoice(s) concerned remain unpaid; and (ii) interest shall accrue on a daily basis on such due amounts in accordance with the Late Payment of Commercial Debts (Interest) Act 1998, commencing on the due date and continuing until fully paid, whether before or after judgment.

All amounts and fees stated or referred to in this Subscription Agreement shall be payable in pounds sterling, are, non-cancellable and non-refundable and are exclusive of value added tax, which shall be added to our invoice(s) at the appropriate rate.

If at any time whilst using the Services, we deem that you have exceeded the amount of storage space reasonably made available to you, we reserve the right to charge you and you shall pay our then current data storage fees. We will notify you of such data storage fees in writing from time to time.

We may increase the Charges and/or the excess storage fees on each anniversary of the Subscription Agreement by the then rate of RPI plus 3%. We may also increase the Charges and/or the excess storage fees at any time upon 30 days' prior notice to you and the Order Form shall be deemed to have been amended accordingly.

YOUR RESPONSIBILITIES

You acknowledge and undertake that you shall ensure that the maximum number of Users that you authorize to access and use the Services shall not exceed the number of Subscriptions that you have purchased from time to time.

You acknowledge and undertake that you will not allow or suffer any Subscription to be used by more than one individual User unless such Subscription has been reassigned in its entirety to another individual User, in which case the prior authorised User shall no longer have any right to access the Service.

You agree and undertake that you will not, nor will you permit a third party to, reverse compile, disassemble, reverse-engineer or otherwise reduce to human readable form all or any part of the Software. You agree not to access all or any part of the Services in order to create or build a product or service which competes with the Services.

You agree to use all reasonable endeavours to prevent unauthorized access to or use of the Services. You agree not to access, store, distribute or transmit any Viruses or any material during your use of the Services that is unlawful, harmful, threatening, defamatory, obscene, infringing, harassing or offensive or otherwise facilitates illegal activity or is otherwise illegal or causes damage or injury to person or property. We reserve the right, without liability, to disable your access to such materials and/or the Service.

You agree and undertake not to sell, sublicense rent, lease, distribute, market or commercialise the Software or your Subscription.

You agree and undertake not to remove any identification, proprietary, copyright or other notices in the Software or any documentation or to publicly disseminate performance information about or analysis of the Software or your Subscription to the Services.

You agree and undertake that you shall not use the Services in any manner which may result in the infringement of any third party's intellectual property rights, or in any other manner incompatible with the intended purpose of the Services.

You agree to ensure that all User identities and passwords are stored and used in a secure manner and cannot be accessed or use by third parties. You shall be liable for any unauthorised use of the Services and we shall have no liability for any loss or damage arising from your failure to comply with these requirements. Where you suspect that any unauthorised person has become aware of a User identity and/or password, you shall immediately notify us and also change such User identity and/or password. You shall be liable for all losses or damages incurred by us where an unauthorised person has become aware of a User identify and/or password.

You agree that you will notify us of any suspected or actual breach of this condition 4.

DATA PROTECTION

As our customer, and in order for you to use the Services, you provide us with personal details via the Order Form including contact details for an individual at your organisation. When we collect personal details we will treat them in accordance with our Privacy Statement.

You agree that you have read and understood the Data Processing Agreement and agree that we will handle the User Personal Data in accordance with the Data Processing Agreement.

TERM, RENEWAL AND TERMINATION

Your annual subscription to use the Services will commence on the Go Live Date and shall automatically renew for successive periods of 12 months upon the anniversary of the Go Live Date at the IIZUKA subscription fee rates at the time of renewal, UNLESS you provide notice of cancellation in writing to IIZUKA at the address set out in the Order Form not less than thirty (30) days preceding the said anniversary date. We shall be entitled to terminate the Subscription Agreement by giving you a minimum of thirty (30) days notice in writing.

Without affecting any other right or remedy available to us, we may terminate this Subscription Agreement with immediate effect by giving written notice to you if:

- you fail to pay any amount due under this Subscription Agreement on the due date for payment and remains in default not less than 14 days after being notified in writing to make such payment; and/or
- you breach any third party terms or the we breaches any third party terms and such breach by us is attributable to, either in whole or in part, directly or indirectly, an act or omission of you, or your employees, agents, representatives or other third parties who are acting on your instruction.

Without affecting any other right or remedy available to it, either party may terminate this Subscription Agreement with immediate effect by giving written notice to the other party if:

- the other party commits a material breach of any other term of this Subscription Agreement which breach is irremediable or (if such breach is remediable) fails to remedy that breach within a period of 30 days after being notified in writing to do so;
- the other party repeatedly breaches any of the terms of this Subscription Agreement in such a manner as to reasonably justify the opinion that its conduct is inconsistent with it having the intention or ability to give effect to the terms of this Subscription Agreement;
- the other party takes any step or action in connection with its entering administration, provisional liquidation or any composition or arrangement with its creditors (other than in relation to a solvent restructuring), being wound up (whether voluntarily or by order of the court, unless for the purpose of a solvent restructuring), having a receiver appointed to any of its assets or ceasing to carry on business or, if the step or action is taken in another jurisdiction, in connection with any analogous procedure in the relevant jurisdiction;
- the other party suspends, or threatens to suspend, or ceases or threatens to cease to carry on all or a substantial part of its business; or
- the other party's financial position deteriorates to such an extent that in the terminating party's opinion the other party's capability to adequately fulfil its obligations under the Subscription Agreement has been placed in jeopardy.

We may terminate this Subscription Agreement at any time without cause upon providing you with at least thirty days' prior written notice to that effect.

On termination of this Subscription Agreement for any reason the parties agree that all licences granted under this Subscription Agreement or otherwise entered into by the parties in relation to the Software and the Services shall immediately terminate; and each party shall return and make no further use of any equipment, property, documentation and other items (and all copies of them) belonging to the other party.

Upon termination, we may destroy or otherwise dispose of any of your Customer Data (expressly excluding User Personal Data) in our possession unless we receive, no later than ten days after the effective date of the termination of this Subscription Agreement, a written request for the delivery to you of the then most recent back-up of your Customer Data (expressly excluding User Personal Data). We shall use reasonable commercial endeavours to deliver the back-up to you

within 30 days of its receipt of such a written request, provided that you have, at that time, paid all fees and charges outstanding at and resulting from termination (whether or not due at the date of termination). You shall pay all reasonable expenses incurred by us in returning or disposing of your Customer Data (expressly excluding User Personal Data).

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 shall not be affected or prejudiced.

WARRANTIES & LIMITATION OF LIABILITY

This condition 7 sets out our entire financial liability including any liability for the acts or omissions of our employees, agents and sub-contractors) to you (i) arising under or in connection with these Terms and the Order Form; (ii) in respect of any use made by you of the Services or any part of them; and (iii) in respect of any representation, statement or tort act or omission (including negligence) arising under or in connection with this Subscription Agreement and the Order Form.

You assume sole responsibility for results and/or reports obtained from the use of the Software and/or the Services by you, and for conclusions drawn from such use. We shall have no liability for any damage caused by errors or omissions in any information, instructions or scripts provided to us by you in connection with the Services, or any actions taken by us at your direction.

IIZUKA shall store Customer Data during the Subscription Period in accordance with good industry standards, provided that IIZUKA shall not be responsible for errors in such Customer Data or the deletion, correction or loss of any Customer Data to the extent not caused by the negligence of IIZUKA.

All warranties, representations, conditions and all other terms of any kind whatsoever implied by statute or common law are, to the fullest extent permitted by applicable law, excluded from this Subscription Agreement and we provide the Services to you on an "as is" basis.

Nothing in this Subscription Agreement excludes our liability for death or personal injury caused by the Supplier's negligence or for fraud or fraudulent misrepresentation.

All warranties, conditions and other terms implied by statute or common law are excluded to the fullest extent permitted by law.

Subject to the terms herein we shall not be liable whether in tort (including for negligence or breach of statutory duty), contract, misrepresentation, restitution or otherwise for any storage of data, loss of profits, loss of business, depletion of goodwill and/or similar losses or loss or corruption of data or information, or pure economic loss, or for any special, indirect or consequential loss, costs, damages, charges or expenses however arising under this Subscription Agreement.

Subject to any contrary term herein, our total aggregate liability in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise, arising in connection with the performance or contemplated performance of the Order Form shall be limited to the total Subscription Fees paid by you during the 6 months immediately preceding the date on which the claim arose.

INDEMNIFICATION

You shall defend, indemnify and hold us harmless against claims, actions, proceedings, losses, damages, expenses and costs (including without limitation court costs and reasonable legal fees) arising out of or in connection with your use of the Software and/or the Services, provided that we give you reasonable notice of any such claim and we provide you with reasonable co-operation in the defence and settlement of such claim (at your expense) and you are given sole authority to defend or settle the claim.

In the defence or settlement of any claim, we may procure the right for you to continue using the Services and/or the Software, replace or modify the Services and/or the Software so that they become non-infringing or, if such remedies are not reasonably available, terminate this Subscription Agreement immediately upon serving written notice to that effect upon you without any additional liability or obligation to pay liquidated damages or other additional costs to you.

In no event shall we or our employees, agents and sub-contractors be liable to you to the extent that the alleged infringement is based on (i) a modification of Services or Software or associated documentation by anyone other than us; or (ii) your use of the Services or Software or any associated documentation in a manner contrary to the instructions given to you by us from time to time; or (iii) your use of the Services or Software or any associated documentation after notice of the alleged or actual infringement from us or any appropriate authority.

You agree and acknowledge that condition 7 shall be your sole and exclusive rights and remedies, and our (including our employees', agents' and sub-contractors') entire obligations and liability, for infringement of any patent, copyright, trade mark, database right or right of confidentiality.

CONFIDENTIALITY

The parties acknowledge and agree that each party may be given access to Confidential Information from the other party in order to perform its obligations under this Subscription Agreement. If the parties have entered into a Non-Disclosure Subscription Agreement ("NDA"), this Subscription Agreement incorporates the NDA.

If the parties have not signed an NDA, neither party will: (i) unless and to the extent that such disclosure is required by law, disclose the other party's Confidential Information to any third party without the other party's prior consent; or (ii) use the other party's Confidential Information for any purpose except performing this Subscription Agreement or furthering the relationship between the parties.

Confidential Information does not include information (i) that is or becomes publicly available through no fault of recipient; or (ii) received from a third party without a duty of confidentiality; or (iii) was in the other party's lawful possession before the disclosure; or (iv) is independently developed by the receiving party, which independent development can be shown by reasonable written evidence; or (v) is required to be disclosed by law, by any court of competent jurisdiction or by any regulatory or administrative body.

Each party will return or destroy the other party's Confidential Information upon written request. Unless you tell us otherwise in writing, we may refer to our relationship with you as a customer, including on our website.

We shall be entitled to disclose your Confidential Information to our employees, sub-contractors and representatives, (which representatives shall include any third party providers of services to us including, but not limited to, cloud computing providers) in the course of supplying the Services.

You acknowledge that details of the Services, and the results of any performance tests of the Services, constitute our Confidential Information. We acknowledge that your Customer Data, including User Personal Data, constitutes your Confidential Information.

This condition 9 shall survive termination of this Subscription Agreement, however arising.

GENERAL

Any notice required to be given under the Order Form or this Subscription Agreement shall be in writing and shall be delivered by pre-paid first-class post or recorded delivery post to the other party at its address set out in the Order Form, or such other address as may have been notified by that party for such purposes. A correctly addressed notice sent by pre-paid first-class post or recorded delivery post shall be deemed to have been received at the time at which it would have been delivered in the normal course of post.

We shall have no liability to you under this Subscription Agreement if we are prevented from or delayed in performing our obligations under this Subscription Agreement, or from carrying on its business, by acts, events, omissions or accidents beyond its reasonable control, including, without limitation, strikes, lock-outs or other industrial disputes (whether involving our workforce or any other party), failure of a utility service or transport or telecommunications network, act of God, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood, storm or default of suppliers or sub-contractors, provided that we notify you of such an event and its expected duration.

In the event of an inconsistency between these Terms and the Order Form, the Terms shall prevail.

Except as set out in this Subscription Agreement, no variation of the Order Form, including the introduction of any additional terms and conditions, shall be effective unless it is agreed in writing and signed by us. We reserve the right to amend this Subscription Agreement from time to time and you agree and acknowledge that such amended Terms shall be binding upon you provided that we notify you of such amended Terms.

This Subscription Agreement does not create a partnership, agency relationship or joint venture between the parties.

Any assignment of this Subscription Agreement by you without our prior written consent will be null and void.

If any provision of this Subscription Agreement is unenforceable, that provision will be modified to render it enforceable to the extent possible to affect the parties' intention and the remaining provisions will not be affected.

The parties may sign this Subscription Agreement electronically and in counterparts, each of which is deemed to be an original and all of which taken together comprise a single document.

These Terms and any signed Order Form (along with any documents referred to therein) comprise the parties' entire agreement relating to IIZUKA's provision of Services to you, and any reference

to, or use of your purchase order is for your convenience, and the terms that govern your purchase order are of no effect. Each Order Form, which is entered into shall be subject to this Subscription Agreement to the exclusion of all other terms and conditions that you may seek to introduce or reply upon.

The Order Form and this Subscription Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.

Each party irrevocably agrees that the English courts shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with the Order Form or this Subscription Agreement or its subject matter or formation (including non-contractual disputes or claims).

Annex 1.

IIZUKA Service Level Agreement

In performing the Standard Support Service IIZUKA will meet the following Service Levels during Standard Support Hours (SSHs):

Incidents

Severity level 1: Failure of business critical function

Response time: 30 minutes

Resolution target (SSHs): 4

Examples:

- Main business use interruption (e.g. unable to process cases or to run report at month end).
- Apparent loss of business critical data.

Severity level 2: Defect in high usage function

Response time: 30 minutes

Resolution target (SSHs): 16

Examples:

- Functional error preventing use of specific screen within a case (e.g. unable to record notes).

Severity level 3: Defect in low usage function

Response time: 30 minutes

Resolution target (SSHs): 40

Examples:

- Search returning incorrect results.
- Failure to send reminder emails.

Severity level 4: Non-functional defect

Response time: 30 minutes

Resolution target (SSHs): By agreement

Examples:

- Inconsistent sorting,
- Unintended process outcome.
- Typographical or layout error.