

Eficode Terms of Service

Effective From 30th June 2023

These Eficode Terms of Service, as may be amended from time to time (the “Terms”), are between You and the relevant Eficode entity (“We” or “Us”). If You are registered in North America, Central America, South America or the Caribbean, the relevant Eficode entity is Eficode USA Inc. If you are registered in any other location, the relevant entity is Eficode UK Limited.

“Eficode UK Limited” means Eficode UK Limited, a company registered in England and Wales under company number 5643578, whose registered address is Ground Floor, East Wing, Burlington House, Grange Drive, Southampton SO30 2AF

“Eficode USA Inc” means Eficode USA Inc, a company registered in the state of Pennsylvania under entity number 4177603, whose principal place of business is 2401 Walnut Street, Suite 102, Philadelphia, PA, 19103-4341.

“You” means the entity you represent in accepting these Terms. By accepting these terms on behalf of an entity, You represent and warrant that:

1. You have full legal authority to bind Your employer or any such entity to these Terms;
2. You have read and understand these Terms; and
3. You agree to these Terms on behalf of the party that You represent.

(Individually a “Party” and collectively the “Parties”)



These Terms do not have to be signed in order to be binding. These Terms are effective as of the date You place an Order (the “Effective Date”). “Order” means a Signed Quotation for the provision of the Services, a signed Statement of Work for provision of the Services, payment of an invoice presented to You by Us for the provision of the Services, or the use by You of the Services, whichever is earlier.

1. These Terms

1.1 Some Services may be subject to additional terms specific to that Service as set forth in the [Product-Specific Terms](#). By signing these Terms, You accept and agree to comply with, and be legally bound by the [Product-Specific Terms](#) as they are applicable.

2. Definitions

2.1 In this Terms the following words and phrases shall have the following meanings unless otherwise stated:

“Accepted Industry Standards”	means the use of standards and practices and the exercise of the degree, skill, care, diligence, prudence and foresight which would reasonably be expected from a skilled and experienced person engaged in the provision of similar services under similar conditions;
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“Affiliate”	means in relation to any company, that company and every other company which from time to time is a subsidiary or holding company of that company or a subsidiary of any such holding company. The terms “subsidiary” and “holding company” shall have the meanings given to them by section 1159 and schedule 2 of the Companies Act 2006;
“Applicable Law”	means all statutes, regulations, by-laws, delegated or subordinate legislation, common law and the law of equity, any binding court order, judgment or decree, along with any code of practice, rule, regulation or guidance note issued by a government, statutory, or other regulatory body, which are applicable to the operation of the Contractual Documents;
“Brand Features”	means the name, trading names, brand, logo, trademarks, service marks, domain names or other distinctive features of Us or You;



“Bespoke IP”	means all Intellectual Property in the Deliverables, except for any Intellectual Property in Eficode Background Works;
“Charges”	means the charges payable for the Services as specified in each Order or otherwise agreed in writing;
“Your IP”	means all IP owned, developed or licensed by (or on behalf of) You (including the Bespoke IP), which is provided by (or on behalf of) You to Us in connection with the Services;
“Eficode Background Works”	means any systems, materials, products, methodologies or other items developed by (or on behalf of) Eficode for its customers generally and not specifically for the provision of the Services to You;



“Confidential Information”	means Information in whatever form (including, without limitation, in written, oral, visual or electronic form or on any magnetic or optical disk or memory and wherever located) relating to the business, customers, products, affairs and finances of the party disclosing the information, including, without limitation, the technical data and know-how relating to the business of the disclosing party or any of its suppliers, customers, agents, distributors, shareholders, management or business contacts;
“Contractual Documents”	means collectively these Terms, the Product-Specific Terms, any applicable Statement of Work or Signed Quotation;
“Data Protection Legislation”	means all Applicable Laws and regulations relating to the processing of Your data and privacy including the General Data Protection Regulation and the UK Data Protection Act 2018 and any applicable enacting, successor, supplementing or amending legislation;



“Deliverables”	means any output of the work to be delivered to You according to the Contractual Documents;
“Intellectual Property or “IP”	means patents, rights to inventions, copyright and related rights, moral rights, trademarks and service marks, business names and domain names, rights in get-up, goodwill and the right to sue for passing off, rights in designs, rights in computer software, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets) and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world;



“Product-Specific Terms”	means the terms published on the Eficode website found here: https://www.eficode.com/trust-centre-uk/legal/product-specific-terms ;
“Services”	means the services to be provided by Us in accordance with the Contractual Documents, including, but not limited to consultancy, training, professional services, managed services, support, hosting and subscription services;
“Signed Quotation”	means a quotation produced by Us listing the nature of the Services together with the applicable Charges, signed and dated by authorised representatives of both Parties;
“Statement of Work”	means the document detailing the nature of the Services and Deliverables, together with the applicable Charges, as may be executed from time to time between You and Us;



“Term”	means the term applicable to these Terms or a Statement of Work as the context dictates;
“Third Party Software”	means any software licenced to You by a third party, procured by Us on behalf of You;
“Users”	means any employee, representative, consultant, contractor or other party who You have granted access to the Services/Deliverables as the context dictates.

3. Interpretation

3.1 Unless the context otherwise requires, any reference to the singular will include the plural and vice versa.

3.2 Any particular reference to a gender shall include the other gender.

3.3 “Includes” or “including” means without limitation.

3.4 Headings and titles are inserted for the convenience of the Parties and are not to be considered when interpreting these Terms.



3.5 A person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).

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

3.7 A reference to writing or written includes email.

3.8 A reference to a statute, statutory provision, rule or regulation is a reference to it as amended, extended or re-enacted from time to time.

4. Order of Precedence

4.1 In the event of any conflict or inconsistency between the Contractual Documents, the following order of precedence shall apply:

- a) Statement of Work or Signed Quotation together with any schedules or appendices thereto;
- b) any applicable Product-Specific Terms;
- c) these Terms together with any schedules, appendices or any other documentation referred to herein;

5. Overview of structure

5.1 These Terms establish the contractual framework for the supply of Services by Us to You and the payment for such Services pursuant to an Order, as may be entered into from time to time between Us and You.



5.2 For the avoidance of doubt, these Terms does not govern any purchase of Third Party Software, which is subject to, and governed by the Resale of Third Party Software Terms as published on the Eficode website:
<https://www.eficode.com/trust-centre-uk/legal/product-specific-terms>.

6. Precedence over standard terms

6.1 These Terms shall apply to the exclusion of, and shall prevail over, any standard terms and conditions contained in or referred to in any documentation submitted by You, or in any correspondence or elsewhere or implied by trade custom, practice or any course of dealing.

7. Warranties, Remedies and Disclaimers

7.1 Each Party warrants that it has validly entered into these Terms and has the legal power to do so.

7.2 We Warrant:

a) to perform the Services and deliver the Deliverables in accordance with the Contractual Documents. We shall allocate sufficient resources to enable Us to comply with this warranty;

b) to You that the Services and/or Deliverables will be provided using reasonable skill and care and to Accepted Industry Standards. The foregoing warranty is subject to You notifying Us promptly, and in any event within thirty (30) days of the date of performance of the alleged nonconforming Services, and providing all information and assistance reasonably requested by Us in connection therewith. Upon receiving such timely notice We will use commercially reasonable efforts to re-perform or otherwise remedy the nonconformity at no additional charge to You;



c) to use reasonable endeavours to meet any performance dates specified in the Contractual Documents but any such dates shall be estimates only and time for performance by Us shall not be of the essence unless explicitly specified in the Contractual Documents.

7.3 We shall have the right to make any changes to the Services, Deliverables and/or Contractual Documents which are necessary to comply with any Applicable Law provided that We shall notify You promptly in writing in the event of any such changes and should You disagree with the changes to be made, You shall have the right to terminate the affected Services immediately by serving written notice to Us and We shall refund to You any Charges paid in advance, minus Charges accrued up to the date of the notice.

7.4 You warrant:

- a) to comply with any responsibilities of You as set out in the Contractual Documents;
- b) to provide to Us in a timely manner access to all information reasonably required by Us to enable Us to comply with our obligations pursuant to the Contractual Documents upon reasonable advance written notice haven been given to You;
- c) to inform Us in writing of all health and safety and security requirements that apply at Your premises prior to any agreed access by Us;

7.5 If our performance of our obligations is prevented or delayed by any act or omission of You, Your agents, subcontractors, consultants or employees then, without prejudice to any other right or remedy We may have, We shall be permitted an extension of time to perform our obligations equal to the delay caused by You and We shall not be liable for any costs or losses sustained or incurred by You arising directly or indirectly from our failure or delay to perform any of our obligations as set out in the Contractual Documents.



7.6 Except as expressly provided herein, neither Party makes any warranties of any kind, whether express, implied, statutory or otherwise, and each Party specifically disclaims all implied warranties, including any warranties of merchantability or fitness for a particular purpose, to the maximum extent permitted by Applicable Law. It is Your responsibility to ensure the Services and/or Deliverables meet Your requirements. We shall not be held liable for any failure to provide any facility or function not specified in the Contractual Documents.

8. Charges

8.1 In consideration of the provision of the Services and/or Deliverables by Us, You shall pay the Charges as set out in the Contractual Documents, in accordance with the terms of the Contractual Documents.

8.2 Without prejudice to and of the provisions of these Terms, We reserve the right to increase the Charges by giving notice to You at any time, to reflect any increase in the cost of the Services and/or Deliverables to Us that is due to any significant delay caused by any of Your instructions or Your failure to give Us adequate or accurate information or instructions in respect of the Services and/or Deliverables.

9. Expenses

9.1 Unless otherwise agreed between the Parties, the Charges exclude the following, which shall be payable by You:

a. the cost of hotel, subsistence, traveling and any other ancillary expenses reasonably incurred by the individuals whom We engage in connection with the Services; and



b. the cost to Us of any materials or services procured by Us from third parties for the provision of the Services as such items and their cost are agreed between the Parties.

9.2 Each invoice shall, where applicable, include any expenses as a single line item.

10. Invoicing

10.1 We shall invoice You for the Charges at the intervals specified in the Contractual Documents.

11. Payment Terms

11.1 You shall pay each undisputed invoice submitted to you by Us within thirty (30) days of the date of invoice in full and in cleared funds to a bank account nominated in writing by Us from time to time. All invoices and payments shall be made in the currency stated on the invoice. You shall be responsible for any applicable bank and/or foreign exchange charges.

11.2 Any sum payable by You under these Terms where applicable (and by mutual written agreement between the parties), may be converted into an alternative currency using an independent exchange rate selected by Us in our sole discretion.

11.3 Without prejudice to any other right or remedy that We may have, if You fail to pay Us any sum due under the Contractual Documents on the due date:

a) You shall pay late payment fees equivalent to 2% of the invoice value for each full calendar month the invoice is overdue by. You shall pay the late payment fees together with the overdue amount; and

b) If applicable, We may suspend part or all of the Services until payment has been made in full.



11.4 We shall have the right to terminate the Services immediately if You fail to pay any undisputed amounts due in full within thirty (30) days of the due date and fail to remedy such failure within thirty (30) days of receipt of written notice to do so.

11.5 All sums payable to Us under the Contractual Documents:

a) are exclusive of VAT, and You shall in addition pay an amount equal to any VAT chargeable on those sums on delivery of a VAT invoice; and

b) shall be paid in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).

12. Statements of Work/Quotation

12.1 Each Statement of Work/Quotation shall be agreed in the following manner:

a) You shall ask Us to provide Services and shall provide Us with as much information as We reasonably request in order to prepare a draft Statement of Work or quotation for the Services as the context dictates;

b) following receipt of the requested information, We shall as soon as is reasonably practicable either inform You that We decline to provide the Services (which shall be at our sole discretion) or provide You with a draft Statement of Work/Quotation.

12.2 A Statement of Work/Quotation shall not be deemed final until signed by authorised representatives of both Parties and dated.

13. Change Control

13.1 Either Party may propose changes to the scope or execution of the Services but no proposed changes shall come into effect until a relevant Change Order has been signed by



both Parties. A “Change Order” shall be a document setting out the proposed changes and the effect that those changes will have on:

- a) the Services;
- b) the Charges;
- c) the timetable for the Services; and
- d) any other terms

13.2 If We wish to make a change to the Services, We shall provide a draft Change Order to You.

13.3 If You wishes to make a change to the Services:

- a) You shall notify Us and provide as much detail as We reasonably require of the proposed changes, including the timing of the proposed change; and
- b) We shall, as soon as reasonably practicable after receiving the information, provide a draft Change Order to You.

14. Remedies

14.1 If the Services and/or Deliverables are not supplied in accordance with, or We fail to comply with, any terms of the Contractual Documents You shall be entitled (without prejudice to any other right or remedy under these Terms or in law) to exercise any one or more of the following rights or remedies:

- a) to refuse to accept the provision of any further Services and acceptance of any further Deliverables. We shall refund You any Charges paid in advance, minus Charges accrued up to the date this clause is invoked; or
- b) to require Us, without any additional charge to You, to carry out any and all remedial work as necessary to correct its failure.



15. Term

15.1 These Terms commence on the Effective Date and shall continue for a period of three (3) years unless terminated earlier in accordance with these Terms.

16. Termination

16.1 Either Party may terminate the Contractual Documents for cause with immediate effect by giving written notice to the other Party if:

a) the other Party commits a material breach of any of the terms of the Contractual Documents, and that breach (if capable of remedy) is not remedied within thirty (30) days after written notice being given requiring it to be remedied; or

b) an order is made or a resolution is passed for the winding-up of the other Party or an administrator is appointed by order of the court or by other means to manage the affairs, business and property of the other Party or a receiver and/or manager or administrative receiver is validly appointed in respect of all or any of the other Party's assets or undertaking or circumstances arise which entitle the Court or a creditor to appoint a receiver and/or manager or administrative receiver or which entitle the Court to make a winding-up or bankruptcy order or the other Party takes or suffers any similar or analogous action in consequence of debt; or

c) the other Party ceases, or threatens to cease, to carry on its business.

16.2 Without affecting any other right or remedy available to it, We may terminate a Statement of Work/Signed Quotation with immediate effect by giving written notice to You if:

a) pursuant to clause 11.4, if any payment is not made within thirty (30) days of the due date;

b) there is a change of Control of You.

16.3 Either Party may terminate a Statement of Work/Signed Quotation for convenience at any time by giving not less than sixty (60) days' written notice to the other Party.



16.4 Either Party may terminate these Terms for convenience at any time by giving not less than thirty (60) days' written notice to the other Party.

17. Consequences of Termination

17.1 On termination or expiry:

a) You shall immediately pay to Us all outstanding unpaid invoices and interest with respect to the terminated or expired Services, and in respect of the Services and/or Deliverables supplied and expenses incurred but for which no invoice has been submitted, We may submit an invoice, which shall be payable immediately on receipt;

b) In the event that these Terms and/or a Statement of Work/Signed Quotation is terminated pursuant to clause 16.3 or 16.4 (termination for convenience) by either Party You shall receive a refund for any undelivered Services/Deliverables that have been paid for in advance;

c) In the event that these Terms and/or a Statement of Work/Signed Quotation is terminated by Us pursuant to clause 16.1 or 16.2 You shall not be entitled to a refund for any Charges paid in advance, irrespective of whether the Services/Deliverables have been delivered;

d) You shall, within fourteen (14) days of request by Us, return all of our equipment. If You fail to do so, then We may enter Your premises and take possession of our equipment. Until our equipment has been returned or repossessed, You shall be solely responsible for its safe keeping.

17.2 Termination or expiry of the Contractual Documents shall not affect any rights, remedies, obligations or liabilities of the Parties that have accrued up to the date of termination or expiry, including the right to claim damages in respect of any breach of the Contractual Documents which existed at or before the date of termination or expiry.

17.3 Termination of any Statement of Work and/or Signed Quotation shall not automatically affect any other Statement of Work and/or Signed Quotation.



17.4 On termination of these Terms all other existing Contractual Documents shall terminate automatically, unless otherwise agreed in writing between the Parties.

18. Postponement/Cancellation

18.1 If You postpone the scheduled start date of the Services for any reason, You shall be liable to pay the following Charges “Postponement Charges” to Us (and such Charges shall be invoiced by Us and be payable by You):

a. six (6) to ten (10) working days prior to the scheduled start date of the Services You shall be liable to pay to Us two hundred and fifty pounds (£250.00) for each of the scheduled days that has been postponed, up to a maximum of two thousand five hundred pounds (£2,500.00); or

b. five (5) or less working days prior to the scheduled start date of the Services You shall be liable to pay to Us four hundred and fifty pounds (£450.00) for each of the scheduled days postponed, up to a maximum of four thousand five hundred pounds (£4,500.00).

18.2 If You terminate a Statement of Work/Signed Quotation in breach of the Contractual Documents, You shall be liable to pay the following Charges “Cancellation Charges” to Us (and such Charges shall be invoiced by Us and be payable by You):

a) six (6) to ten (10) working days prior to the scheduled start date of the Services You shall be liable to pay to Us fifty percent (50%) of the total Charges payable under the Statement of Work/Signed Quotation; or

b) three (3) to five (5) working days prior to the scheduled start date of the Services You shall be liable to pay to Us seventy percent (70%) of the total Charges payable under the Statement of Work/Signed Quotation; or

c) two (2) working days or less prior to the scheduled start date of the Services You shall be liable to pay to Us ninety percent (90%) of the total Charges payable under the Statement of Work/Signed Quotation.



18.3 The Parties intend by the provisions in this Section 18 to agree in advance to the settlement of damages to Us that will arise from Your postponement or termination in breach of contract. The Parties acknowledge that this Section 18 provides for reasonable liquidated damages, and not a penalty, and bears a reasonable relation to the damages We will sustain, which are uncertain and difficult to estimate at this time.

19. Surviving Provision

19.1 Any provision contained in the Contractual Documents that expressly or by implication are intended to come into or continue in force on or after termination or expiry of the Contractual Documents shall remain in full force and effect for such period as necessary.

20. Confidentiality

20.1 Each Party undertakes that it shall not at any time during the Term, and for a period of five (5) years after termination of these Terms, disclose to any person any Confidential Information, except as permitted by clause 20.2 below.

20.2 Each Party may disclose the other Party's Confidential Information:

- a) to its employees, officers, representatives or advisers who need to know such information for the purposes of exercising the Party's rights or carrying out its obligations under or in connection with these Terms. Each Party shall ensure that its employees, officers, representatives or advisers to whom it discloses the other Party's confidential information comply with these Terms; and
- b) as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.



20.3 No Party shall use the other Party's Confidential Information for any purpose other than to exercise its rights and perform its obligations under or in connection with the Contractual Documents.

21. Limitation of Liability

21.1 Nothing in the Contractual Documents shall limit or exclude either Party's liability to the other for:

- a) death or personal injury caused by its negligence, or the negligence of its employees, agents or subcontractors;
- b) fraud or fraudulent misrepresentation; or c) any liability which cannot be limited or excluded by Applicable Law.

22. Exclusion of Damages

22.1 Subject to Section 21 neither Party shall have any liability to the other Party, whether in contract, tort (including negligence), for breach of statutory duty, or otherwise, arising under or in connection with the Contractual Documents for:

- a) loss of profits;
- b) loss of products or loss of production;
- c) loss of agreements or contracts; or
- d) any special, indirect or consequential loss or damage, costs or expenses.

23. Liability Cap

23.1 Subject to Sections 21 and 22 each Party's total liability to the other Party, whether in contract, tort (including negligence), for breach of statutory duty, under an indemnity or otherwise for any loss or damage, costs or expenses arising under or in connection with the



Services, Deliverables and/or Contractual Documents including any liability for the acts or omissions of its employees, consultants and subcontractors shall in no event exceed in the aggregate the total Charges paid, or payable by You to Us in the twelve (12) months preceding the first incident that occurred whereby liability arose.

24. Data Protection and Data Processing

24.1 We are committed to protecting and respecting Your and other Users' privacy and to acting in compliance with Data Protection Legislation. Information about how we collect, use, store and otherwise process Your personal data and other information can be found in our Privacy Policy: <https://www.eficode.com/trust-centre-uk/privacy/privacy-policy>.

24.2 Where We act as a data processor on Your behalf You accept and agrees to be bound by the Data Processing Terms as found published on the Eficode website and as may be amended from time to time: <https://www.eficode.com/trust-centre-uk/legal/data-processing-Terms>.

25. Intellectual Property Rights

25.1 Subject to Clause 25.2 below (Bespoke IP), each Party will retain ownership of all its Intellectual Property.

25.2 You will own all Bespoke IP created in the course of providing the Services. We hereby assign to You all Bespoke IP with full title guarantee, which assignment You accept.



25.3 Licence from You: You grant to Us a non-exclusive, royalty-free, non-assignable and revocable licence to use You IP solely for the purpose of providing the Services and performing our obligations under the Terms during the Term.

25.4 Licence from Us: We grant to You (or, where relevant, will ensure the grant of) a worldwide, royalty-free, non-exclusive, perpetual and irrevocable licence to use, copy and modify Eficode IP solely as necessary for You to perform Your obligations under the Terms and to realise the full benefit of the Services.

25.5 Each Party warrants that the receipt and use of the Deliverables, Services and Intellectual property in accordance with the Contractual Documents by the other Party, its agents, subcontractors or consultants shall not infringe any rights of third parties.

25.6 Each Party shall keep the other Party, its agents, subcontractors or consultants indemnified in full against all costs, expenses, damages and losses, including any interest, fines, legal and other professional fees and expenses awarded against or incurred or paid by the Party as a result of or in connection with any claim brought against the Party, its agents, subcontractors or consultants by a third party for actual or alleged infringement of a third party's Intellectual Property Rights arising out of, or in connection with, the receipt or use of the Deliverables or Services or Intellectual Property in accordance with the Contractual Documents.

25.7 If either Party "Indemnifying Party" is required to indemnify the other Party "Indemnified Party" under Section 25 of this Terms, the Indemnified Party shall:



a) notify the Indemnifying Party in writing of any claim against it in respect of which it wishes to rely on the indemnity at clause 25.7 above (as applicable) ("IPRs Claim");

b) allow the Indemnifying Party, at its own cost, to conduct all negotiations and proceedings and to settle the IPRs Claim, always provided that the Indemnifying Party shall obtain the Indemnified Party's prior approval of any settlement terms, such approval not to be unreasonably withheld;

c) provide the Indemnifying Party with such reasonable assistance regarding the IPRs Claim as is required by the Indemnifying Party, subject to reimbursement by the Indemnifying Party of the Indemnified Party's costs so incurred; and

d) not, without prior consultation with the Indemnifying Party, make any admission relating to the IPRs Claim or attempt to settle it, provided that the Indemnifying Party considers and defends any IPRs Claim diligently, using competent counsel and in such a way as not to bring the reputation of the Indemnified Party into disrepute.

25.8 If the Services and/or Deliverables are held or likely to be held infringing, We shall have the option, at our expense to (i) replace or modify the Services and/or Deliverables as appropriate, (ii) obtain a license for You to continue using the Services and/or Deliverables, (iii) replace the Services and/or Deliverables with a functionally equivalent service; or (iv) terminate the applicable Services and/or Deliverables and refund any prepaid, unused Charges applicable to the remaining portion of the Term of the applicable Services and/or Deliverables following the effective date of termination.

25.9 Where title to the Deliverables is due to pass to You, it shall not pass to You until We have received all Charges due.

26. Relationship of the Parties

26.1 The Parties are independent contractors. These Terms do not create a partnership, franchise, joint venture, agency, fiduciary or employment relationship between the Parties.



27. Sub-Contractors

27.1 We shall be entitled, in our absolute discretion, to appoint sub-contractors to provide all or part of the Services.

27.2 Where such a sub-contractor is a personal services company We shall comply with the off-payroll working rules and shall be solely responsible for completing and issuing the status determination statement to the contractor as applicable.

27.3 You understand and accept that We are deemed the end user under the off-payroll working rules and that We retain complete discretion and responsibility over the status determination of any sub-contractors used to provide all or part of the Services.

28. Non-solicitation

28.1 Each Party agrees, for the Term and for a further period of twelve (12) months thereafter, not to solicit or induce any officer, employee, agent or contractor of the other Party to terminate their employment or engagement with that Party without the prior written consent of that Party.

29. Publicity

29.1 You grant Us the right to include Your Brand Features in our promotional and marketing materials, website, collateral and/or other material.

29.2 You can opt to have Your Brand Features excluded from such use by Us by emailing marketing@eficode.com with the subject matter stating, "Non-use of Subscriber Name" and



indicating which items to remove. We will notify You within thirty (30) days that all Your Brand Features have been removed.

29.3 You may not use our Brand Features without prior written consent from Us.

29.4 You acknowledge that We reserve the right to withdraw any consent given in relation to this Section 29 at any time and without reason. In the event of such consent being revoked, You will remove all references to our Brand Features within a period of no more than thirty (30) days.

30 Force Majeure

30.1 Neither Party will be liable for any failure nor delay in the performance of the Contractual Documents which is caused by circumstances out of the reasonable control of a Party. ("Force Majeure").

30.2 The Parties are not under any obligation to fulfill any obligation if fulfillment is impossible as a consequence of Force Majeure. If a situation of Force Majeure lasts longer than ninety (90) calendar days, the Parties shall have the right to terminate the Contractual Documents by giving notice to the other Party in writing. Any Services which have been delivered or performed pursuant to the Contractual Documents prior to the Force Majeure event may be invoiced by Us and will be payable by You.

31. Entire Terms



31.1 The Contractual Documents constitute the entire Terms between the Parties and supersede all prior and contemporaneous terms, proposals or representations, written or oral, concerning its subject matter.

32. Assignment

32.1 Neither Party may assign any of its rights or obligations hereunder, whether by operation of Applicable Law or otherwise, without the prior written consent of the other Party (not to be unreasonably withheld). Notwithstanding the foregoing, either Party may assign the Contractual Documents without consent of the other Party, to its Affiliate or in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of its assets not involving a direct competitor of the other Party. A Party's sole remedy for any purported assignment by the other Party in breach of this paragraph shall be, at the non-assigning Party's election, termination upon written notice to the assigning Party. In the event of such a termination, We shall refund You for any undelivered Services/Deliverables that have been paid for in advance.

33. Enurement

33.1 The Contractual Documents shall ensure to the benefit of and be binding on the Parties and their respective heirs, executors, administrators and permitted successors and assigns.

34. Modification

34.1 Any amendment or modification to the Contractual Documents or additional obligation assumed by either Party in relation to the Contractual Documents shall be in writing and



signed by each Party or an authorised representative of each Party. Any modification contrary to this clause shall be void and without full force or effect.

35. Severability

35.1 If any provision (or part of a provision) of the Contractual Documents is held by a court of competent jurisdiction to be contrary to Applicable Law, the provision (or relevant part thereof) shall be modified by the court and interpreted so as best to accomplish the objectives of the original provision to the fullest extent permitted by Applicable Law, and the remaining provisions shall remain in effect.

36. Waiver

36.1 The waiver by either Party of a breach, default, delay or omission of any of the provisions of the Contractual Documents by the other Party shall not be construed as a waiver of any subsequent breach of the same or other provisions.

37. Governing Law

37.1 If You are registered in North America, Central America, South America or the Caribbean, these Terms will be governed by and construed in accordance with the applicable laws of the state of Pennsylvania, USA, and the Parties irrevocably agree that the courts of Pennsylvania shall have exclusive jurisdiction in respect of any dispute, suit, action, arbitration or proceedings ("*Proceedings*") which may arise out of or in connection with these Terms. If you are registered in any other location, these Terms will be governed by the laws of England and Wales and the Parties irrevocably agree that the courts of England and Wales shall have



exclusive jurisdiction in respect of any Proceedings which may arise out of or in connection with these Terms.

38. Notices

38.1 Except as otherwise specified in the Contractual Documents, all notices required or permitted under the Contractual Documents will be in writing, will reference these Terms, and will be deemed given when delivered via e-mail. All such notices served to Us will be sent to legal_uk@eficode.com.

39. Third Party Rights

39.1. We acknowledge that You enter into these Terms and the Contractual Documents on Your own behalf and on behalf of Your Affiliates, who shall all have the right to receive the benefit of the Services as if each Affiliate were named as You under this Terms, provided that:

- a) You shall be entitled to enforce these Terms on behalf of Your Affiliates and any loss of such Affiliates shall be deemed to be losses of You and shall be deemed to be recoverable solely by You;
- b) any act or omission of Your Affiliates shall be deemed to be the act or omission of You; and
- c) the consent of Your Affiliates shall not be required to amend or terminate these Terms or any Order.

39.2. Save as specifically set out in this Section 39 no other person who is not a party to these Terms has any rights under the Contracts (Rights of Third Parties) Act 1999 or otherwise, to enforce any provision of these Terms.



Re-sale of third-party software terms

Effective from 19 November 2025

These Re-Sale of Third Party Software Terms, as may be amended from time to time (the “Terms”) are between You and the relevant Eficode entity (“We” or “Us”). If You are registered in North America, Central America, South America or the Caribbean, the relevant Eficode entity is Eficode USA Inc. If you are registered in any other location, the relevant entity is Eficode UK Limited.

“Eficode UK Limited” means Eficode UK Limited, a company registered in England and Wales under company number 5643578, whose registered address is Ground Floor, East Wing, Burlington House, Grange Drive, Southampton SO30 2AF.

“Eficode USA Inc” means Eficode USA Inc, a company registered in the state of Pennsylvania under entity number 4177603, whose principal place of business is 2401 Walnut Street, Suite 102, Philadelphia, PA, 19103-4341.

“You” means the entity you represent in accepting these Terms. By accepting these terms on behalf of an entity, You represent and warrant that:

1. You have full legal authority to bind Your employer or any such entity to these Terms;
2. You have read and understand these Terms; and
3. You agree to these Terms on behalf of the party that You represent.

(Individually a “Party” and collectively the “Parties”)



These Terms do not have to be signed in order to be binding. These Terms are effective as of the date You place an Order (the “Effective Date”). “Order” means a verbal or written acceptance of a quote provided to You by Us for the provision of Third Party Software, or payment of an invoice presented to You by Us for the provision of Third Party Software, or the use by You of any Third Party Software for which We are subsequently charged by the Third Party Software vendor, whichever is earlier. “Third Party Software” means all software that is licensed to You by a third party including but not limited to Atlassian. It does not apply to software developed and licenced to You by Us.

1. INTERPRETATION

1.1 Headings and titles are inserted for the convenience of the Parties and are not to be considered when interpreting these Terms.

1.2 Any reference to the singular will include the plural and vice versa.

2. PRECEDENCE/CHANGES

2.1 These terms shall apply to the exclusion of, and shall prevail over, any standard terms and conditions contained in or referred to in any documentation submitted by You, or in any correspondence or elsewhere or implied by trade custom or practice.

2.2 We may modify these Terms at any time by posting a revised version on the Eficode website or by otherwise notifying You in writing, provided, however, that We will provide at least 90 days’ advance notice for adverse changes. Subject to the 90 day advance notice requirement with respect to adverse changes, the modified Terms will become effective



upon posting or, if We notify You by email, as stated in the email message. By continuing to use the services after the effective date of any modifications to these Terms, You agree to be bound by the modified Terms. It is Your responsibility to check the Eficode website regularly for modifications to these Terms.

3. THIRD PARTY TERMS AND END USER LICENCE AGREEMENTS

3.1 When You place an Order You accept all applicable third party agreements, terms and conditions, terms of use or end user licence agreements or otherwise ("Third Party Agreements") where applicable pertaining to the purchase and/or use of Third Party Software. We shall provide all applicable Third Party Agreements to You at Your request.

Atlassian Customer Agreement is as follows:

<https://www.atlassian.com/legal/atlassian-customer-agreement#intro>

GitLab Third Party Agreement is as follows:

<https://about.gitlab.com/handbook/legal/subscription-agreement/>

GitHub Third Party Agreement is as follows:

<https://docs.github.com/en/site-policy/github-terms/github-terms-of-service>

3.2 Third Party Agreements are between You and the Third Party Software vendor. We have no authority to amend, waiver or otherwise change or negotiate changes of any kind to the terms of any Third Party Agreement.

3.3 In the event of any conflict between these Terms and Third Party Agreements, the Third Party Agreement shall prevail.

4.WARRANTY AND DISCLAIMER



4.1 We represent and warrant We are an authorised reseller of the Third Party Software.

4.2 We shall promptly provide You on request with all agreements, policies, documentation or otherwise as may be required by You in respect of the Third Party Software.

4.3 In case of suspension or termination of Your rights to use the Third Party Software by the Third Party Software vendor as a direct result of the Third Party Software Vendor having not received the corresponding payment from Us, We shall refund to You all payments made under the relevant Order.

4.4 We warrant to flow down to You the benefit of any and all refunds and service credits granted to You, paid to Us, by the applicable Third Party Software vendor within thirty (30) days of receipt of such funds.

4.5 WE MAKE NO WARRANTIES OR REPRESENTATIONS AS TO THE SUITABILITY, FITNESS FOR PURPOSE, QUALITY OR PERFORMANCE OF THE THIRD PARTY SOFTWARE FOR YOUR REQUIREMENTS.

4.6 WE DISCLAIM ALL LIABILITY WHATSOEVER FOR THE THIRD PARTY SOFTWARE.

5. PAYMENT TERMS

5.1 Third Party Software licences will only be supplied to You upon receipt of full and cleared payment from You to Us for the amount specified on the applicable invoice, unless otherwise agreed in writing. Once full and cleared payment has been received from You by Us, the sale is final with no possibility to return or refund the licences.



5.2 We may introduce You to third parties such as finance brokers that are able to provide You with financing options for the purchase of Third Party Software from Us. If you procure Third Party Software from Us via a finance provider, bank, lender or other third party (the “Lender”), We shall supply the Third Party Software to You upon receipt of invoicing instructions from the Lender. We reserve the right, in our sole discretion and without notice, to repossess the Third Party Software should our invoice not be paid in full and cleared funds by the Lender within 5 working days of the invoice date.

5.3 Any additional Third Party Software products, features, users or otherwise that You may on occasion purchase or use including but not limited to apps, add-ons, plugins and integrations that We are subsequently charged for by the Third Party Software vendor will be invoiced to You.

5.4 You shall pay any invoices submitted to You by Us within thirty (30) days of the date of the invoice, or as otherwise specified on the invoice, in full and cleared funds to a bank account as specified on the invoice in the currency stated on the invoice. You shall be responsible for any applicable bank and/or foreign exchange charges, sales tax and VAT.

5.5 All sums payable to Us under these Terms shall be paid in full without any set-off, counterclaim, deduction or withholding of tax as required by law.

5.6 We reserve the right to amend pricing of Third Party Software at any time, including prior to a quotes expiration date, prior to acceptance of an Order.

6. TERM AND TERMINATION



6.1 These Terms are effective as of the Effective Date and continue in full force and effect until terminated by either Party.

6.2 Either Party may terminate these Terms at any time subject to giving at least 30 days' prior written notice of such termination to the other Party.

7. LIMITATION OF LIABILITY

7.1 Neither Party shall have any liability to the other Party, whether in contract, tort (including negligence), for breach of statutory duty, or otherwise (including repudiatory breach), arising under or in connection with these terms or the relevant Order for loss of profits, loss of products or production, loss of agreements or contracts or any special, indirect or consequential loss or damage costs or expenses. Nothing in these Terms shall limit or exclude either Party's liability to the other for death or personal injury caused by its negligence, fraud or fraudulent misrepresentation or any liability which cannot be excluded or limited by law.

7.2 NOTWITHSTANDING SECTION 4 OF THESE TERMS, TO THE EXTENT PERMITTED BY APPLICABLE LAW, OUR AGGREGATE LIABILITY FOR ANY DAMAGES ARISING FROM OR RELATING TO THESE TERMS (FOR ANY CAUSE WHATSOEVER AND REGARDLESS OF THE FORM OF ACTION) WILL AT ALL TIMES BE LIMITED TO ONE HUNDRED THOUSAND GREAT BRITISH POUNDS (£100,000.00).

8. DATA PROTECTION

8.1 Your data is processed in accordance with our Privacy Policy:

<https://www.eficode.com/trust-centre-uk/privacy/privacy-policy>.



9. FORCE MAJEURE

9.1 Neither Party will be liable for any failure nor delay in performance of these Terms which is caused by circumstances out of the reasonable control of a Party.

10. SURVIVING PROVISIONS

10.1 Any provision contained in these Terms that expressly or by implication are intended to come into or continue in force on or after termination or expiry of the Terms shall remain in full force and effect for such period as is necessary.

11. SEVERABILITY

11.1 If any provision of these Terms is held invalid or unenforceable by a court of competent jurisdiction, the remaining provisions of these Terms will remain in full force and effect, and the provision affected will be construed so as to be enforceable to the maximum extent permissible by law.

12. WAIVER

12.1 The failure by either Party to enforce any provision of these terms will not constitute a waiver of future enforcement of that or any other provision.

13. GOVERNING LAW

13.1 If You are registered in North America, Central America, South America or the Caribbean, these Terms will be governed by and construed in accordance with the applicable laws of the



state of Pennsylvania, USA, and the Parties irrevocably agree that the courts of Pennsylvania shall have exclusive jurisdiction in respect of any dispute, suit, action, arbitration or proceedings (“*Proceedings*”) which may arise out of or in connection with these Terms. If you are registered in any other location, these Terms will be governed by the laws of England and Wales and the Parties irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction in respect of any Proceedings which may arise out of or in connection with these Terms.

ClearHost Terms

Effective From 30th June 2023

Your use of ClearHost is subject to the [Eficode Terms of Service](#), or as applicable the Master Services Agreement as executed between You and Us, and these ClearHost terms (the “Terms”), collectively (the “Agreement”). Any capitalized terms used but not defined below have the meanings in the Agreement.

1. DEFINITIONS

“Account Information” means information about You that is provided to Us in connection with the creation or administration of ClearHost. For example, Account Information includes names, usernames, phone numbers, email addresses and billing information associated with ClearHost.

“Application” means the software applications as documented in the Contractual Documents.



“ClearHost” means the hosting and hosting support services currently branded as ClearHost or GitLab Hosting and made available by Us.

“Content” means content that You or any User transfers to Us for processing, storage or hosting in connection with ClearHost and any computational results that You or any User derive from the foregoing through use of ClearHost. Content does not include Account Information.

“External Storage” means the data storage associated with ClearHost which will persist beyond the life of the Host.

“Host” means a virtualised server deployed to support one or more Applications.

“Infrastructure” means the ancillary systems supporting the delivery of the Host systems to You.

“Platform” means the Host and associated Infrastructure that provide the basis for the ClearHost delivery.

“Recovery Time Objective” means the maximum desired length of time between an unexpected failure or disaster and the resumption of normal operations and Service levels.

“Recovery Point Objective” means the maximum acceptable amount of data loss measured in time.

“Regions” means the physical location of a cluster of Amazon Web Services data centres.



“Request” means a ticket raised by authorised personnel of You for support from Us via the Service Desk.

“Service Desk” means the online portal through which You can raise a Request to Us.

“Special Category Data” has the meaning assigned to it under Article 9 of the UK GDPR.

“Third Party Agreements” means all applicable third party agreements, terms and conditions, terms of use or end user licence agreements or otherwise.

“User” means any employee, representative, consultant, contractor or other party who has access to the Application(s).

2. CHANGES

2.1 We may modify these Terms at any time by posting a revised version on the Eficode website or by otherwise notifying You in writing, provided, however, that We will provide at least 90 days' advance notice for adverse changes. Subject to the 90 day advance notice requirement with respect to adverse changes, the modified Terms will become effective upon posting or, if We notify You by email, as stated in the email message. By continuing to use ClearHost after the effective date of any modifications to these Terms, You agree to be bound by the modified Terms. It is Your responsibility to check the Eficode website regularly for modifications to these Terms.

3. DATA PROTECTION AND SECURITY



3.1 You will provide Us with a list of authorised personnel and technical contacts who will be responsible for Service delivery on Your behalf. An additional list of Users who will be authorised to raise Service Desk Requests will also be provided to Us by You. It is Your sole responsibility to ensure that We are notified of required changes to authorised personnel.

3.2 You may specify the Regions in which the Your Content will be stored. We will not access or use Your Content except as necessary to maintain or provide the Service, or as necessary to comply with the law or a court order. We will not:

- a) disclose Your Content to any third party; or
- b) move Your Content from the Regions selected by You; except in each case as necessary to comply with the law or a court order. Unless it would violate the law or a court order, We will give You notice of any such legal requirement or order. We will only use Your Account Information in accordance with the Privacy Policy posted on the Eficode website, and Your consent to such usage. The Privacy Policy does not apply to Your Content.

3.3 We will implement reasonable and appropriate measures designed to help secure Your Content against accidental or unlawful loss, access or disclosure including the provision and configuration of one or more firewalls to secure the application servers.

3.4 We will implement appropriate access controls applying the principle of least privilege in the delivery of ClearHost.

3.5 We undertake to manage the patching of the various operating systems supporting ClearHost in accordance with a planned schedule.

3.6 Security and vulnerability alerts are available for all operating systems (AWS Linux) implemented by Us on Your behalf. We will monitor these alerts and provide timely and effective resolution of any issues found.



3.7 Delivery of patches to the system will be conducted under change management processes as per Section 10 of these Terms and will be applied within scheduled maintenance periods.

3.8 Critical operating system and application patches will be applied within 7 working days of release into the public domain. This applies to supported operating systems (AWS Linux) and any applications supporting the Service including firewalls, web server and end user applications.

3.9 We will provide back ups and monitoring of backup processes. A daily backup is taken between 02:00 and 06:00 (GMT/BST). Backups are retained for a period of thirty one (31) days before being destroyed.

3.10 You must notify Us as soon as reasonably possible of any data loss or corruption.

4. YOUR RESPONSIBILITIES

4.1 Except to the extent caused by our breach of the Terms You are responsible for all activities that occur under Your account, regardless of whether the activities are authorized by You or undertaken by You, Your employees or a third party (including Your contractors, agents or Users). We and our Affiliates are not responsible for unauthorized access to Your account.

4.2 You will ensure that the Content does not breach any Applicable Law, relevant policy or the Terms. You are solely responsible for the Content.

4.3 You warrant that Your Content shall not contain any Special Category Data unless its processing is expressly supported as a feature of the hosted Application in the relevant Third



Party Agreements. Notwithstanding any other provision to the contrary, We have no liability under the Terms for Special Category Data submitted to a hosted Application in violation of the foregoing.

4.4 Except where explicitly expressed in the Terms You are responsible for taking appropriate action to secure, protect and back up Your account and Content.

4.5 You will be responsible for the access controls applied against the Users of the Applications through password management and the adding and/or removing of Users from LDAP / AD and Your identity provider.

4.6 You will be deemed to have taken any action that You permit, assist or facilitate any person or entity to take related to the Terms, Your Content or use of ClearHost. You are responsible for Users' use of the Content and ClearHost. You will ensure that all Users comply with Your obligations under the Terms and that the terms of any agreement between You and a User are consistent with these Terms. If You become aware of any violation of Your obligations under the Terms caused by a User, You will immediately suspend access to the Content and ClearHost by such User.

4.7 You are responsible for the management of any third party You involve in the system implementation and ongoing service including infrastructure and networking providers where applicable.

5. LIMITATION OF LIABILITY



5.1 Our total liability to You, whether in contract, tort (including negligence), for breach of statutory duty, or otherwise for any loss or damage, costs, claims, expenses arising or in connection with these Terms, including any liability for the acts or omissions of its employees, consultants and subcontractors shall in no event exceed in the aggregate the sum of three hundred thousand pounds (£300,000).

6. HOSTING SUPPORT

6.1 We will implement, manage and monitor ClearHost in accordance with the Terms and the Agreement.

6.2 The Service in relation to ClearHost includes monitoring and alerting of the Host Infrastructure and Applications twenty four (24) hours a day, seven (7) days a week, three hundred and sixty five (365) days a year.

6.3 To raise a Request via the Service Desk You must follow the process as defined in the Support Terms posted on the Eficode website.

7. INCIDENT MANAGEMENT

7.1 We will notify You of any incidents impacting You as soon as reasonably possible.

7.2 We will provide timely updates as to the nature, cause, impact and resolution and closure of any such incidents to You.

7.3 You must notify Us of any incidents You detect as soon as reasonably possible including all faults, unavailability or similar.



7.4 You are responsible for communicating any incident updates to other Users as required.

8. ESCALATION PROCEDURE

8.1 If You are not satisfied with the response to a Request raised via the Service Desk, You must follow the escalation procedure.

8.2 You will in the first instance escalate Requests to the Service Desk Team Leader via the Service Desk.

8.3 If You are unable to reach a satisfactory resolution with the Team Leader You may escalate the issue to the below contact:

Contact: Lewis Lovelock (IT Operations Manager)

Contact Email: lewis.lovelock@eficode.com

Contact Phone: 07557 956182

9. UPDATE MANAGEMENT

9.1 Platform release and feature release upgrades are not included in ClearHost.

9.2 We may upon request perform updates to the Applications at an additional charge.

9.3 Any agreed updates will be performed under the change management process in Section 10 and within scheduled maintenance.



10. CHANGE MANAGEMENT

10.1 A formal change management process will be used for any significant change to the ClearHost provision undertaken by either You or Us, unless otherwise agreed in writing.

10.2 The change management process will include but may not be limited to the following steps:

1. Statement of change
2. Requirements gathering
3. Requirements sign-off
4. Project specification
5. Specification review
6. User acceptance testing
7. Project scheduling
8. Changes affected
9. Project review
10. Project sign Off

10.3 Both Us and You may identify and notify the other Party of any required changes.

10.4 We shall be responsible for planning changes and the release thereof. Change release plans shall be submitted to You for approval and sign off.

10.5 We shall be responsible for the project management and completion of any approved changes and the documentation of any configuration changes.



10.6 Changes under this Section 10 may be subject to additional charges. Where subject to an additional charge this will be specified in the change plans submitted to You for approval and sign off.

11. DISASTER RECOVERY AND BUSINESS CONTINUITY

11.1 We have a business continuity plan and testing schedule that is kept under regular review.

11.2 The systems forming ClearHost are monitored at all times and We are alerted to any abnormalities.

11.3 We shall notify You as soon as reasonably practicable in the event of a system failure or performance issue.

11.4 You shall, as soon as reasonably practicable, notify Us of any system failure or performance issue You identify.

11.5 We will use all reasonable endeavours to restore ClearHost within the following objectives:

- a) Recovery Time Objective of four (4) hours
- b) Recovery Point Objective of twenty four (24) hours

12. TERMINATION

12.1 All termination requests are subject to verification of ownership of the account.

12.2 Upon the effective date of termination access to ClearHost will be disabled.



12.3 We will export a backup of Your data and store it in a secure SFTP site accessible to You for thirty (30) days. Thirty (30) days after the termination effective date (or earlier if requested by You) the data on the SFTP site and the Infrastructure will be securely deleted by Us in accordance with our disposal policy.

13. EXCLUSION OF TERMS

13.1 Postponement Charges shall not apply to the provision of ClearHost.

[TO THE TOP](#)

ClearHost Service Level Agreement

Effective from 30th June 2023

This Support Service Level Agreement ("SLA") is a policy governing the use of ClearHost and applies separately to each account using ClearHost. In the event of a conflict between the terms of this SLA and the ClearHost Terms, the terms of this SLA apply, but only to the extent of such conflict. Any capitalized terms used but not defined below have the meanings in the ClearHost Terms.

Definitions

"Availability" means the availability of the Platform and Infrastructure.



“Monthly Uptime Percentage” means the Availability in any monthly billing cycle. Monthly Uptime Percentage measurements exclude downtime resulting directly or indirectly from any ClearHost SLA Exclusion.

“Service Credit” means a pound sterling credit, calculated as set forth herein, that We may credit back to an eligible account.

Changes

We may change, discontinue or add Service Level Agreements from time to time in accordance with clause 2.1 of the ClearHost Terms.

Service Commitment

We will use commercially reasonable efforts to make ClearHost available with a Monthly Uptime Percentage during any monthly billing cycle, of at least 99.9% (the “Service Commitment”). In the event that the Service Commitment is not met, You will be eligible to receive a Service Credit as described below:

Service Credits

A Service Credit will be calculated using the following formula:

$$(99.9\% - (\text{Monthly Uptime Percentage})) * (\text{Charges in same period})$$

A Service Credit will only be issued if the value of the Service Credit exceeds one (1) pound sterling.



Service Credits will not entitle You to any refund or other payment from Us.

Service Credits may not be transferred or applied to any other account.

Your sole and exclusive remedy for any unavailability or non-performance or other failure by us to provide ClearHost is the receipt of Service Credits (if eligible) in accordance with this SLA.

Service Credit Request

To receive a Service Credit, You must submit a claim by opening a Request in the Service Desk. To be eligible, the Service Credit Request must be received by Us by the end of the second billing cycle after which the incident occurred and must include:

1. the billing cycle with respect to which You are claiming Service Credits, together with the Monthly Uptime Percentage for the billing cycle;
2. logs that document the errors for Your claimed outage (any confidential or sensitive information in these logs should be redacted).

If the Monthly Uptime Percentage of such Service Credit Request is confirmed by Us and is less than the Service Commitment, then We will issue the Service Credits to You within one billing cycle following the month in which the Service Credit Request was submitted. Your failure to submit the Service Credit Request or to provide the information as required, will disqualify You from receiving Service Credits.

ClearHost SLA Exclusions



The Service Commitment does not apply to any unavailability, suspension, or termination of ClearHost, or any other ClearHost performance issues:

1. caused by factors outside of our reasonable control, including any force majeure event; or
2. that result from any voluntary actions or inactions by You or any third party; or
3. that result from Your misuse of ClearHost; or
4. that result from Your equipment, software or other technology and/or third party equipment, software or other technology (other than third party equipment within our direct control); or
5. arising from our suspension or termination of Your right to use ClearHost.

(collectively, the “ClearHost SLA Exclusions”).

[TO THE TOP](#)

Support Terms

Effective as of 30th June 2023

Your use of Support is subject to the [Eficode Terms of Service](#), or as applicable the Master Services Agreement as executed between You and Us, and these Support terms (the "Terms"), collectively (the “Agreement”). Any capitalized terms used but not defined below have the meanings in the Agreement.

1. DEFINITIONS



“Application” means the software applications as specified in the Order.

“Charging Blocks” means each 15 minute block of time between acknowledgment of Your Request via the Service Desk and our response to the request.

“Fair Usage” You may exceed Your Support Hours up to a maximum of fifty percent (50%) for a total of any two (2) months within the Term.

“Request” means a ticket raised by Your authorised personnel for Support from Us via the Service Desk.

“Service Desk” means the online portal through which You can raise a Support Request to Us.

“Support” means the Services currently branded as “Support” and made available by Us.

“Support Hours” means the number of monthly Support hours purchased, as specified on the Order.

“Term” means twelve (12) months from the start date specified in Your onboarding email.

“User” means any employee, representative, consultant, contractor or other party who has access to the Application(s).

2. CHANGES

2.1 We may modify these Terms at any time by posting a revised version on the Eficode website or by otherwise notifying You in writing, provided, however, that We will provide at least 90 days' advance notice for adverse changes. Subject to the 90 day advance notice



requirement with respect to adverse changes, the modified Terms will become effective upon posting or, if We notify You by email, as stated in the email message. By continuing to use Support after the effective date of any modifications to these Terms, You agree to be bound by the modified Terms. It is Your responsibility to check the Eficode website regularly for modifications to these Terms.

3. CHARGES

3.1 Your utilisation of Support Hours shall be recognised in Charging Blocks. If You exceed Your purchased monthly Support Hours We reserve the right (without prejudice to any other right or remedy under the Agreement) to levy Charges at the then current rate for any usage in excess of Fair Usage and You shall pay all undisputed invoices for such Charges in accordance with the Agreement.

3.2 We shall invoice You for the relevant Charges in full and in advance of the start date of the Support. For the avoidance of doubt, no Support Hours shall be made available to You by Us unless and until payment for the relevant invoice has been received in full.

3.3 Any on-site assistance requested by You or additional materials required to fulfill a Request shall be chargeable to You.

3.4 We retain the sole right to decide whether Support will be delivered remotely or on site at all times.

3.5 Support does not include system recovery from cyber-attacks.

3.6 Support is billed annually ("Billing Cycle")



4. SUPPORT

4.1 You will provide Us with such facilities and assistance as reasonably may be required to provide the Support. We will not be liable for where it cannot provide Support as a result of Your failure to provide such facilities or assistance.

4.2 We cannot guarantee that the remote connection to Your system will always be available due to issues with Your system or other external factors beyond our control (e.g. Internet service provider problems).

4.3 We retain the right to decide the appropriate course of action for each Request and will follow the necessary troubleshooting steps in order to diagnose and then rectify the issue.

4.4 Depending upon the nature of the Incident/Request, We may have to impose a technical and/or process workaround to rectify the Incident/Request as opposed to a fix. Any workaround may be temporary prior to a permanent solution being instigated or permanent if You decide not to proceed with a permanent fix.

5. SUPPORT HOURS

5.1 All Requests, responses and time will be tracked by Us. A report shall be made available to You upon request.

5.2 We reserve the right (without prejudice to any other right or remedy under the Agreement) not to process Requests if all purchased Support Hours have already been used by You.



5.3 Support Hours must be used within the Term and are non-refundable and non-transferable.

5.4 The days and hours within which We will be available to respond to Requests vary depending on the option purchased by You, as specified in the Order. The coverage for each option is specified below:

Option	Hours Covered	Days Covered
10/5	08:00 to 18:00 (GMT/BST/PST/EST)	Monday to Friday excluding bank holidays
24/7	00:00 to 23:59 (GMT/BST/PST/EST)	Monday to Sunday including bank holidays

6. DATA PROTECTION AND SECURITY

6.1 You will provide Us with a list of up to five (5) authorised personnel who will be authorised to raise Requests. It is Your sole responsibility to ensure that We are notified of required changes to authorised personnel.



7. INCIDENT MANAGEMENT

7.1 We will notify You of any incidents impacting You as soon as reasonably possible.

7.2 We will provide timely updates as to the nature, cause, impact and resolution and closure of any such incidents to You.

7.3 You must notify Us of any incidents You detect as soon as reasonably possible including all faults, unavailability or similar.

7.4 You are responsible for communicating any incident updates to other Users as required.

8. SERVICE DESK

8.1 Users are not permitted to submit Requests. Only authorised personnel identified to Us are permitted to submit Requests.

8.2 The Service Desk can be found at: [Click here](#).

8.3 The Service Desk is available for You to submit Requests twenty four (24) hours a day, seven (7) days a week, three hundred and sixty five (365) days a year.

8.4 All Requests must include the following information:

- a) business impact including how many Users are affected and how much of the Application is affected; and
- b) which Applications are affected; and
- c) a description of the issue; and
- d) steps to replicate the issue if appropriate; or



- e) screenshots of the issue where applicable; and
- f) the Severity Level as defined in Section 9.

8.5 We may reasonably request, and You shall provide, further information to enable Us to provide a more accurate response and/or a faster resolution.

9. SEVERITY LEVELS

9.1 We shall validate Your determined Severity Level classification or notify You of a proposed change in the Severity Level classification to a higher or lower level with an explanation to support the reclassification. In the event of a dispute regarding the Severity Level classification, the escalation procedure prescribed in Section 10 shall be instigated by either Party.

Priority	Response Method	Examples



Priority 1 (Critical)	You will be contacted initially by phone and followed by the Service Desk	– Performance degraded to an unusable level. e.g. Supported system has failed. – No Users are able to log into supported system – Multiple Users unable to work at all due to incorrect access – Request for access that is required for multiple Users, preventing them from working. – An urgent request affecting multiple Users – Critical indicates a production server or other mission critical
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		system(s) are down and no workaround is immediately available
Priority 2 (Major)	Initially response via Service Desk, if unresolved after three 3 communications and subject to availability and technical detail, a phone call will be arranged	– Performance of the supported system is inadequate, but still usable. – Intermittent issues with Application features. – Acceptable workaround may exist – Operations can continue in a restricted fashion, although long-term productivity – Degraded service – Includes intermittent



		issues and reduced quality of service. A workaround may be available
Priority 3 (Minor)	Service Desk	– Unexpected, Incorrect or inaccurate data – A request with little or no impact if not fulfilled – Problems with Application or feature specific controls and permissions – Single User unable to authenticate _General Issue – This indicates the issue does not significantly impact operations, or that a



		reasonable workaround has been implemented.
Priority 4 (Trivial)	Service Desk	– Misspelled objects or typos – Issue with little or no impact – General application usage questions – User specific controls or permissions – An issue of minor importance and low impact

10. ESCALATION PROCEDURE

10.1 If You are not satisfied with the response to a Request raised via the Service Desk, You must follow the escalation procedure.



10.2 You will in the first instance escalate Requests to the Service Desk Team Leader via the Service Desk.

10.3 If You are unable to reach a satisfactory resolution with the Team Leader You may escalate the issue to the following contact:

Contact: Lewis Lovelock (IT Operations Manager)

Contact Email: lewis.lovelock@eficode.com

Contact Phone: 07557 956182

11. TERMINATION & SUSPENSION

11.1 You may cancel Support at any time by providing Us with one (1) months written notice but You shall continue to be charged for the remainder of the then current Billing Cycle and You are not entitled to a refund.

11.2 Support Hours must be used within the Term and are non-refundable and non-transferable.

11.3 We reserve the right (without prejudice to any other right or remedy under the Agreement) to suspend Your use of Support for a breach of Fair Usage.

12. EXCLUSION OF TERMS

12.1 Postponement Charges shall not apply to the provision of Support.



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Support Service Level Agreement

Effective from 30th June 2023

This Support Service Level Agreement ("SLA") is a policy governing the use of Support and applies separately to each account using Support. In the event of a conflict between the terms of this SLA and the Support Terms, the terms of this SLA apply, but only to the extent of such conflict. Any capitalized terms used but not defined below have the meanings in the Support Terms.

Definitions

"Primary Working Hours" means 08:00am GMT/BST to 18:00pm GMT/BST Monday to Friday.

Changes

We may change, discontinue or add Service Level Agreements from time to time in accordance with the clause 2.1 of the Support Terms.

Service Commitment

We will use commercially reasonable efforts to provide consistent Support to You in accordance with this SLA (the "Service Commitment").



Priority	Hours Covered	Initial Response	Detailed Response	Target Resolution	Status Reporting
Priority 1 (Critical)	00:00 – 23:59 for 24 hour Support option Primary Working Hours for 10/5 Support option	One (1) Hour	Two (2) Hours	Four (4) Hours	Every two (2) Hours



Priority 2 (Major)	Primary Working Hours	Four (4) Hours	Twelve (12) Hours	Twenty Four (24) Hours	Daily
Priority 3 (Minor)	Primary Working Hours	Eight (8) Hours	Eighteen (18) Hours	Forty Eight (48) Hours	Weekly

Support SLA Exclusions

The Service Commitment does not apply to any suspension, or termination of Support, or any other Support performance issues:

1. caused by factors outside of our reasonable control, including any force majeure event; or
2. that result from any voluntary actions or inactions by You or any third party; or
3. that result from Your misuse of Support; or
4. in the event that Your Severity Level classification is in dispute; or
5. arising from our suspension or termination of Your right to use Support

(collectively, the “Support SLA Exclusions”).



Support SLA Conditions

We will pause the clock when further information or action is required from You or third parties and no further progress can be made without such information.

Requests logged outside of Your Support hours will be acknowledged when Your Support hours resume.

From time to time maintenance of the Service Desk is required. You will be notified in advance of scheduled maintenance and where possible this will be scheduled outside of Primary Working Hours.

In the event a response is requested from You or a third party and is not received within three (3) working days, We reserve the right to close the Request.

Training Terms

Effective From 30th June 2023

Your use of Training is subject to the [Eficode Terms of Service](#), or as applicable the Master Services Agreement as executed between You and Us, and these Training terms (the "Terms"), collectively (the "Agreement"). Any capitalized terms used but not defined below have the meanings in the Agreement.

1. DEFINITIONS



“Delegate” means an individual or representative scheduled by You to attend the Training.

“Training” means the Services currently branded as “Training” and made available by Us.

“Training Material” means content provided by Us to You for the purposes of supporting the delivery of the Training and may include but is not limited to data, concepts, exercises and tests.

2. CHANGES

2.1 We may modify these Terms at any time by posting a revised version on the Eficode website or by otherwise notifying You in writing, provided, however, that We will provide at least 90 days' advance notice for adverse changes. Subject to the 90 day advance notice requirement with respect to adverse changes, the modified Terms will become effective upon posting or, if We notify You by email, as stated in the email message. By continuing to use Training after the effective date of any modifications to these Terms, You agree to be bound by the modified Terms. It is Your responsibility to check the Eficode website regularly for modifications to these Terms.

3. TRAINING MATERIALS

3.1 We will provide Training Material in an electronic format.

3.2 Printed Training Material is not included unless specified in the Contractual Documents. Printed Training Material may be available on request for a nominal fee.



3.3 All Training Material remains the intellectual property of Us and is provided to You solely for the use by Delegates for the purposes of supporting the delivery of the Training.

3.4 No reproductions, scans or copies (wholly or in part) shall be made or sold of the Training Material without the prior written consent of Us. You are not permitted to record Training without our written consent. We will provide you with the option to have the Training recorded, whether classroom or online based, at no additional cost. IP for Training recordings shall not legally pass to You until We have received all Charges due.

3.5 Training Material and access to the training environment where applicable will be provided to You no later than one (1) working day prior to the delivery of the Training.

4. TRAINING CONTENT

4.1 The Training will be delivered in strict accordance with the Contractual Documents and agreed scope therein.

4.2 Any work required by You outside the agreed scope as recorded in the Contractual Documents will only be undertaken where there is a relevant Change Order signed by both Parties. Amendments may be subject to additional charges.

4.3 Unless otherwise indicated, all Training is delivered solely in the English language.

5. PROBLEM MANAGEMENT

5.1 Any problems related to the Training or the Deliverables must be raised in writing by You to Us within five (5) working days following the end date of the Training.



6. YOUR RESPONSIBILITIES

6.1 You are responsible for ensuring that all prerequisites and preparation items as detailed in the Statement of Work or elsewhere in the Contractual Documents have been complied with. We have no responsibility or liability to You in the event of any delay, cancellation or problem related to the Deliverables or Training where such event is caused solely by Your failure or delay in complying with the prerequisites or preparation items.

6.2 It is Your responsibility to ensure that the Delegates meet the prerequisites of the Training on which they are booked, and that the Training content meets their requirements.

6.3 You must provide to Us a complete and final list of Delegates at least five (5) working days prior to the Training start date.

6.4 Notwithstanding clause 6.3 We will endeavour to accommodate requests by You to substitute one Delegate for another but are under no obligation to do so. Such requests are subject to the replacement Delegate meeting the prerequisites for the course and may be subject to additional charges.

6.5 You shall be responsible and liable for any additional expenses incurred on the part of Us due to unavailable resources as a result of Your acts or omissions.

6.6 All Training hours must be used within the start/end date provided on the Statement of Work.

7. OUR RESPONSIBILITIES



7.1 Unless specifically covered within the Contractual Documents, We are not responsible for any customizations, integrations, data conversions or product extensions.

7.2 We will endeavour to make best use of the available time, however, allocations for the exact start and end time will be decided by the trainer on the day, based on the requirements of the Delegates attending.

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GitLab Managed Services Terms

Effective From 30th June 2023

Your use of GitLab Managed Services is subject to the [Eficode Terms of Service](#), or as applicable the Master Services Agreement as executed between You and Us, and these GitLab Managed Services terms (the "Terms"), collectively (the "Agreement"). Any capitalized terms used but not defined below have the meanings in the Agreement.

1. DEFINITIONS

"GitLab Software" means software branded as GitLab.

"GitLab Software Subscription" means the period of time the GitLab Software is made available to You by Us as specified in the Contractual Documents.

"Eficode Product" means Eficode software, products, and/or Services that are combined with or bundled with GitLab Software. The Product Specific Terms (as defined below) relevant to



any such software, products, and/or Services shall apply to Your use of such software, products, and/or Services, in addition to these Terms.

“Content” means all software, information, content and data provided by or on behalf of You or made available or otherwise distributed through the use of the GitLab Software.

“Managed Service” means our licencing of GitLab Software for Your use, which may include GitLab Software bundled as part of the Eficode Product. The GitLab Software offered by Us as part of a Managed Service cannot be transferred, resold, distributed, assigned or otherwise passed to You, unless as part of a Transfer (as defined below).

“Product Specific Terms” means the terms published on the Eficode website:
<http://www.eficode.com/trust-centre-uk/legal/product-specific-terms>.

“Transfer” means our assignment of right, title and interest to the GitLab Software to You. A Transfer may only take place after a Transfer Amendment has been executed (as defined below).

“User” is defined as the unique and single individual, or employee, contractor, or other third-party individual authorized by Us on behalf of You (in accordance with these Terms) who is able to access the GitLab Software Subscription, regardless of whether the User actually accesses or the frequency with which they access the GitLab Software. A User must be over the age of thirteen (13) years old.

2.CHANGES



2.1 We may modify these Terms at any time by posting a revised version on the Eficode website or by otherwise notifying You in writing, provided, however, that We will provide at least 90 days' advance notice for adverse changes. Subject to the 90 day advance notice requirement with respect to adverse changes, the modified Terms will become effective upon posting or, if We notify You by email, as stated in the email message. By continuing to use GitLab Managed Services after the effective date of any modifications to these Terms, You agree to be bound by the modified Terms. It is Your responsibility to check the Eficode website regularly for modifications to these Terms.

3.INDEMNITY

3.1 In addition to the indemnification obligations set forth within these Terms, You will indemnify, hold harmless and (at our option) defend Us and our Affiliates from and against any claim, loss, cost, liability or damage, including attorneys' fees, for which We become liable arising from or relating to Your or Users use of the GitLab Software as part of the Managed Service.

4.TRANSFER

4.1 Upon written notice, and a transaction document executed between GitLab and Us (the "Transfer Amendment"), We may Transfer the GitLab Software to You. Unless otherwise agreed to between GitLab and You, Your use of the GitLab Software shall be subject to the GitLab Terms and Conditions. Execution of a Transfer Amendment is at our sole discretion.

5.TERMINATION & SUSPENSION



5.2 We may (at its sole discretion) suspend delivering GitLab Managed Services or any component of the GitLab Managed Services including GitLab Software if You breach these Terms, until the breach is remedied. For the avoidance of doubt, You remain responsible for paying any and all undisputed Charges during any suspension period.

5.3 If You terminate any of the Contractual Documents for convenience pursuant to the terms of the Agreement, You shall remain liable for the Charges for any GitLab Software Subscriptions until the expiration of the then-current term and any such Charges shall become immediately due and payable.

5.4 If We terminate any of the Contractual Documents for cause, non-payment of Charges or change of Control, pursuant to the Agreement, You shall remain liable for the Charges for any GitLab Software Subscriptions until the expiration of the then-current term and any such Charges shall become immediately due and payable.

6.RESTRICTIONS AND RESPONSIBILITIES

6.1 You will not, and will not permit any User to:

- a) use the GitLab Software for any purpose other than as specifically authorized in these Terms;
- b) use the GitLab Software in such a manner that would enable any third party to access the Software;
- c) use the GitLab Software for time sharing or service bureau purposes (including without limitation, sublicensing, distributing, selling, reselling any GitLab Software);
- d) for any purpose other than its and its Affiliates' own internal use;
- e) use the GitLab Software other than in compliance with all Applicable Laws;
- f) use the GitLab Software in any manner that: (i) is harmful, fraudulent, deceptive, threatening, abusive, harassing, tortious, defamatory, vulgar, obscene, or libelous (including without limitation, accessing any computer, computer system, network, software, or data



without authorization, breaching the security of another user or system, and/or attempting to circumvent any User authentication or security process); (ii) impersonates any person or entity, including without limitation any employee or representative of Us or GitLab; (iii) includes Content, with respect to the use of SaaS Software, which is illegal or violates the GitLab Community Code of Conduct found here – [community code](#) or elsewhere published, or (iiii) contains a virus, trojan horse, worm, time bomb, unsolicited bulk, commercial, or “spam” message, or other harmful computer code, file, or program (including without limitation, password guessing programs, decoders, password gatherers, keystroke loggers, cracking tools, packet sniffers, and/or encryption circumvention programs); and g) except to the extent permitted by Applicable Law, disassemble, reverse engineer, or decompile the GitLab Software or access it to: (1) build a competitive product or service, (2) build a product or service using similar ideas, features, functions or graphics of the GitLab Software, (3) copy any ideas, features, functions or graphics of the GitLab Software, or (4) determine whether the GitLab Software are within the scope of any patent.

6.2 In accordance with these Terms, We have the right to verify electronically (or otherwise), and generate reports related to Your access to, and use of the GitLab Software to ensure compliance with these Terms.

6.3 You are responsible for the following:

- a) maintaining the security of Your account, passwords (including, but not limited to, User passwords) and files, and for all uses of Your account with or without Your knowledge or consent; and
- b) any acts or omissions of Users in relation to the GitLab Software;

6.4. You represent and warrant that You have, and shall retain, all right, title and interest (including, without limitation, sole ownership of) relating to Your Content, and the intellectual property rights related thereto.

7.ADDITIONAL USERS



7.1 During the GitLab Software Subscription, You may, subject to these Terms, request additional Users. For the avoidance of doubt, all additional Users shall be subject to an additional charge and shall be co-termed to the underlying term.

8.INTELLECTUAL PROPERTY

8.1 Except as expressly set forth herein, GitLab (and its licensors, where applicable) will retain all intellectual property rights relating to the GitLab Software and any suggestions, ideas, enhancement requests, feedback, or other recommendations provided by You, Your Affiliates, Users or any third party relating to the GitLab Software (herein referred to as “Feedback Materials”), which are hereby assigned to GitLab. For the avoidance of doubt, Feedback Materials shall not include Confidential Information or intellectual property owned by You. These Terms do not constitute a sale of the GitLab Software and do not convey to You any rights of ownership in or related to the GitLab Software or any other intellectual property rights.

9.WARRANTY

9.1 During the GitLab Software Subscription, We shall pass through to You the full benefit of the following warranties which it has received from or has against GitLab in respect of the GitLab Software:

- a) the GitLab Software shall be provided in a professional and workmanlike manner by qualified personnel; and
- b) commercial industry standard methods will be used, designed to ensure the GitLab Software used by You does not include any computer code or other computer instructions, devices or techniques, including without limitation those known as disabling devices, trojans, or time bombs, that are intentionally designed to disrupt, disable, harm, infect, defraud,



damage, or otherwise impede in any manner, the operation of a network, computer program or computer system or any component thereof, including its security or User data

9.2 If at any time We fail to comply with the warranties in this Section 9, You may promptly notify Us in writing of any such noncompliance. We will, within sixty (60) days of receipt of such written notification, either correct the noncompliance or provide You with a plan for correcting the noncompliance. If the noncompliance is not corrected or if a reasonably acceptable plan for correcting the non-compliance is not established during such period, You may terminate the GitLab Software component of the Managed Services and receive a prorated refund for the unused portion of the GitLab Software Subscription as Your sole and exclusive remedy for such noncompliance.

9.3 EXCEPT AS SPECIFICALLY SET FORTH IN THESE TERMS, THE GITLAB SOFTWARE IS PROVIDED “AS-IS,” WITHOUT ANY WARRANTIES OF ANY KIND. WE HEREBY DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT.

10. INDEMNIFICATION

10.1 You will defend Us and our Affiliates against any claim, demand, suit or proceeding made or brought against Us by a third party alleging: (a) that any of Your Content or Your use of Your Content with the GitLab Software or any software (or combination of software) provided by You and used with the GitLab Software, infringes or misappropriates such third party's intellectual property rights, or (b) arising from Your use of the GitLab Software in an unlawful manner or in violation of these Terms or any of the Contractual Documents (each a “Claim”).



You will indemnify Us from any damages, reasonable attorneys' fees and costs finally awarded against Us as a result of, or for any amounts paid by Us under a settlement approved (in writing) by You of a Claim, provided We: (i) promptly gives You written notice of the Claim, (ii) give You sole control of the defence and settlement of the Claim (except that You may not settle any Claim unless it unconditionally releases Us of all liability), and (iii) gives You all reasonable assistance, at Your expense. The above defence and indemnification obligations do not apply if a Claim arises from Eour breach of these Terms or any of the Contractual Documents.

11.LIMITATION OF LIABILITY

11.1 TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL EITHER PARTY BE LIABLE FOR ANY INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL, CONSEQUENTIAL DAMAGES, LOSS OF REVENUE, ANTICIPATED PROFITS, LOST BUSINESS OR LOST SALES, WHETHER BASED IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR OTHERWISE, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF DAMAGES.

11.2 TO THE EXTENT PERMITTED BY APPLICABLE LAW, OUR TOTAL AGGREGATE LIABILITY FOR ANY DAMAGES ARISING FROM OR RELATING TO THESE TERMS, GITLAB SOFTWARE OR MANAGED SERVICES (FOR ANY CAUSE WHATSOEVER AND REGARDLESS OF THE FORM OF ACTION) WILL AT ALL TIMES BE LIMITED TO ONE HUNDRED THOUSAND GREAT BRITISH POUNDS (£100,000).

12.DATA



12.1 The Parties acknowledge and agree that, (i) the GitLab Software is not designed for the purpose of storing, processing, compiling or transmitting Sensitive Data (as defined herein), and (ii) You shall not use the GitLab Software, or otherwise provide to Us without prior written consent, Sensitive Data under these Terms. “Sensitive Data” means: (i) special categories of data as defined in Article 9 of the UK GDPR, or any successor legislation; (ii) patient, medical, or other protected health information regulated by the Health Insurance Portability and Accountability Act (as amended and supplemented) (“HIPAA”); (iii) credit, debit, or other payment card data or financial account information, including bank account numbers or other personally identifiable financial information; (iv) social security numbers, driver’s license numbers, or other government identification numbers; (v) other information subject to regulation or protection under specific laws such as the Children’s Online Privacy Protection Act or Gramm-Leach-Bliley Act (“GLBA”) (or related rules or regulations); or (vi) any data similar to the above protected under foreign or domestic laws. You further acknowledge that the GitLab Software and related features are not intended to meet any legal obligations for these uses. Therefore, notwithstanding anything else in these Terms, We have no liability for Sensitive Data processed in connection with Your use of the Software.

Total Support Terms

Effective as of 23 November 2023



Your use of Total Support is subject to the Eficode Terms of Service, or as applicable the Master Services Agreement as executed between You and Us, and these Total Support terms (the "Terms"), collectively (the "Agreement"). Any capitalized terms used but not defined below have the meanings in the Agreement.

1. DEFINITIONS

"Application" means the software applications as specified in the Order.

"Charging Blocks" means each 15 minute block of time between acknowledgment of Your Support Request via the Service Desk and our response to the request.

"Delegate" means an individual or representative scheduled by You to attend the Training.

"Fair Usage" is capped at a maximum of two (2) Support Hours and five (5) Package Hours in any given month during the Term for Team packages and a maximum of ten (10) Support Hours and ten (10) Package Hours in any given month during the Term for Premium and Enterprise tier packages. You may exceed these caps up to a maximum of fifty percent (50%) for a total of any two (2) months within the Term.

"Package Hours" means the number of hours allocated for the Term against each product or group of products that form Total Support, excluding Support Hours, as specified in Your Total Support package.

"Primary Working Hours" means 08:00 am GMT/BST to 18:00 pm GMT/BST Monday to Friday.

"Request" means a ticket raised by Your authorised personnel for Support from Us.



“Support Hours” means the number of hours allocated for the Term to technical break/fix support (“Support”), as specified in Your Total Support package.

“Term” means twelve (12) months from the start date specified in the Your onboarding email.

“Total Support” means the Services currently branded as “Total Support” and made available by Us.

“Training Material” means content provided by Us to You for the purposes of supporting the delivery of the Training and may include but is not limited to data, concepts, exercises and tests.

“User” means any employee, representative, consultant, contractor or other party who has access to the Application(s).

“Working Days” means 9am to 5pm GMT, Monday to Friday excluding bank holidays.

2. CHANGES

2.1 We may modify these Terms at any time by posting a revised version on the Eficode website or by otherwise notifying You in writing, provided, however, that We will provide at least 90 days’ advance notice for adverse changes. Subject to the 90 day advance notice requirement with respect to adverse changes, the modified Terms will become effective upon posting or, if We notify You by email, as stated in the email message. By continuing to use Total Support after the effective date of any modifications to these Terms, You agree to be bound by the modified Terms. It is Your responsibility to check the Eficode website regularly for modifications to these Terms.



3. CHARGES

3.1 Total Support is billed annually ("Billing Cycle").

3.2 We shall invoice You for the relevant Charges in full and in advance. For the avoidance of doubt, Total Support shall not be made available to You unless and until payment for the relevant invoice has been received in full.

3.3 We reserve the right (without prejudice to any other right or remedy under the Agreement) to levy Charges at the then current rate for any usage in excess of Fair Usage and You shall pay all undisputed invoices for such Charges in accordance with the Agreement.

3.4 Your utilisation of Support Hours shall be recognised in Charging Blocks.

3.5 Any request that is deemed by Us to be outside of Total Support scope is subject to separate terms and pricing.

4. TERMINATION & SUSPENSION

4.1 You may cancel Your Total Support package at any time by providing Us with one (1) months written notice but You shall continue to be charged for the remainder of the then current Billing Cycle and You are not entitled to a refund.

4.2 Package and Support Hours must be used within the Term and are non-refundable and non-transferable.



4.3 We reserve the right (without prejudice to any other right or remedy under the Agreement) to suspend Your use of Total Support for a breach of Fair Usage.

5. TOTAL SUPPORT SERVICES

5.1 Total Support is available in three packages as detailed in the table below. The package You have purchased will be detailed in Your Order.

	Team Tier	Premium Tier	Enterprise Tier
24/7 Technical Support Hours	24*	Unlimited*	
Training	Total of 60 hours*	Total of 120 hours*	As specified on Order*
Mentoring & Coaching			



Technical Consultancy			
Health Check	1 Onboarding	Bi-annual	Quarterly

*Subject to Fair Usage

5.2 Total Support is a remote delivery product. Any on-site assistance requested by You shall be chargeable to You at the then standard rate.

5.3 Training, Mentoring, Coaching and Technical Consultancy can be scheduled for a minimum of a two (2) hour session. You are not entitled to a partial or full refund or transfer of Package Hours if the full attributable time value is not used in one session.

5.4 The following services, tools and products are excluded from Total Support:

- Data migrations and data merges
- Installations and upgrades
- New implementation or kick starts
- Instance mergers
- JEMH
- Jira Align
- Limited EazyBI
- Recovery from cyber-attacks



- Due to the large number and frequently changing list of available DevOps tools, some DevOps tools may be out of scope. Please check with the Total Support team who will be able to advise whether any specific tool is in or out of scope.

5.5 We will provide Training Material in an electronic format.

5.6 Printed Training Material is not included unless specified in the Order. Printed Training Material may be available on request for a nominal fee.

5.7 All Training Material remains the intellectual property of Us and is provided to You solely for the use by Delegates for the purposes of supporting the delivery of the Training.

5.8 No reproductions, scans or copies (wholly or in part) shall be made or sold of the Training Material without the prior written consent of Us. You are not permitted to record Training without our written consent. We will provide you with the option to have the Training recorded, whether classroom or online based, at no additional cost. IP for Training recordings shall not legally pass to You until We have received all Charges due.

5.9 You are responsible for ensuring that all prerequisites and preparation items as detailed in the Order have been complied with. We have no responsibility or liability to You in the event of any delay, cancellation or problem related to the Deliverables or Training where such event is caused solely by Your failure or delay in complying with the prerequisites or preparation items.

5.10 It is Your responsibility to ensure that the Delegates meet the prerequisites of the Training on which they are booked, and that the Training content meets their requirements.



5.11 You must provide to Us a complete and final list of Delegates at least five (5) working days prior to the Training start date.

5.12 Notwithstanding clause 5.11 We will endeavor to accommodate requests by You to substitute one Delegate for another but are under no obligation to do so. Such requests are subject to the replacement Delegate meeting the prerequisites for the course and may be subject to additional charges.

5.13 We will endeavor to make best use of the available Training time, however, allocations for the exact start and end time will be decided by the trainer on the day, based on the requirements of the Delegates attending.

6. SERVICE LEVEL AGREEMENT

6.1 Training, Mentoring, Coaching and Technical Consultancy are subject to the following Service Level Agreement ("SLA").

Time to first response	24 Hours from receipt of request*
Time to scheduled date	7 Working Days from first response
Time to delivery	14 Working Days from first response



* For requests received outside of working hours the clock will start at the beginning of the next working day

6.2 Support is subject to the following Service Level Agreement ("Support SLA")

Priority	Hours Covered	Initial Response	Detailed Response	Target Resolution	Status Reporting
Priority 1 (Critical)	24 Hours	One (1) Hour	Two (2) Hours	Four (4) Hours	Every two (2) Hours
Priority 2 (Major)	Primary Working Hours	Four (4) Hours	Twelve (12) Hours	Twenty Four (24) Hours	Daily
Priority 3 (Minor)	Primary Working Hours	Eight (8) Hours	Eighteen (18) Hours	Forty Eight (48) Hours	Weekly



6.2 The following exclusions apply:

- a) the SLA does not apply to engagements of more than one (1) consecutive day (7h30m). For engagements in excess of one (1) day, an approximate timeline for scheduling and delivery will be provided to You at the earliest opportunity
- b) the SLA and Support SLA do not apply in the event that any delays result from any factors outside of Our reasonable control, including any Force Majeure event
- c) the SLA and Support SLA do not apply in the event that any delays result from any voluntary actions or inactions by You or any third party
- d) the SLA and Support SLA do not apply in the event that any delays result from Your equipment, software or other technology and/or that of a third party under Your control.
- e) the SLA and Support SLA do not apply in the event that any delays arise from Our suspension or termination of Your right to use Total Support; and
- f) the Support SLA does not apply in the event that Your Severity Level Classification is in dispute.

6.3 Your sole and exclusive remedy for any breach of this Section 6 is a refund for the Package Hours or Charging Blocks affected by the breach.

6.4 We will pause the clock on the SLA or Support SLA when further information or action is required from You or third parties and no further progress can be made without such information.



6.5 From time to time maintenance of the service desk is required. You will be notified in advance of scheduled maintenance and where possible this will be scheduled outside of Primary Working Hours.

6.6 In the event a response is requested from You or a third party and is not received within three (3) working days, We reserve the right to close the Support Request.

7. TOTAL SUPPORT REQUESTS

7.1 You must identify up to five (5) Total Support owners that are authorised to approve the spend of Package and Support Hours. It is Your responsibility to ensure that We are notified of required changes to authorised personnel.

7.2 To make a Total Support request contact customersupport@eficode.com or call 44 (0) 845 459 9530

7.3 To log a Support Request use the service desk:

<https://customersupport.clearvision-cm.com/>. The service desk is available for You to submit Requests twenty four (24) hours a day, seven (7) days a week, three hundred and sixty five (365) days a year.

7.4 All Support Requests must include the following minimum information:

- business impact including how many Users are affected and how much of the Application is affected; and
- which Applications are affected; and
- a description of the issue; and



- steps to replicate the issue if appropriate; or
- screenshots of the issue where applicable; and
- the Severity Level as defined in Section 8.

7.5 We retain the right to decide the appropriate course of action for each Support Request and will follow the necessary troubleshooting steps in order to diagnose and then rectify the issue.

7.6 Depending upon the nature of the Support Request, We may have to impose a technical and/or process workaround to rectify the Support Request as opposed to a fix. Any workaround may be temporary prior to a permanent solution being instigated or permanent if You decide not to proceed with a permanent fix.

7.7 All Support Requests, responses and time will be tracked by Us. A report shall be made available to You upon request.

7.8 You are responsible for keeping your own change control records so as to ensure that any Support Request made by the Total Support owners You nominate will not cause conflict with Your wider systems, including any previous Support Requests made.

8. SUPPORT REQUEST SEVERITY LEVELS

8.1 We shall validate Your determined Severity Level classification or notify You of a proposed change in the Severity Level classification to a higher or lower level with an explanation to support the reclassification. In the event of a dispute regarding the Severity Level



classification, the escalation procedure prescribed in Section 9 shall be instigated by either Party.

Priority	Response Method	Examples
Priority 1 (Critical)	You will be contacted initially by phone and followed by the Service Desk	– Performance degraded to an unusable level. e.g. Supported system has failed. – No Users are able to log into supported system – Multiple Users unable to work at all due to incorrect access – Request for access that is required for multiple Users, preventing them from working. – An urgent request affecting multiple Users



		_ Critical indicates a production server or other mission critical system(s) are down and no workaround is immediately available
Priority 2 (Major)	Initially response via Service Desk, if unresolved after three 3 communications and subject to availability and technical detail, a phone call will be arranged	– Performance of the supported system is inadequate, but still usable. – Intermittent issues with Application features. – Acceptable workaround may exist – Operations can continue in a restricted fashion, although long-term productivity _Degraded service – Includes intermittent issues and



		reduced quality of service. A workaround may be available
Priority 3 (Minor)	Service Desk	– Unexpected, Incorrect or inaccurate data – A request with little or no impact if not fulfilled – Problems with Application or feature specific controls and permissions – Single User unable to authenticate _General Issue – This indicates the issue does not significantly impact operations, or that a reasonable workaround has been implemented.



Priority 4 (Trivial)	Service Desk	– Misspelled objects or typos – Issue with little or no impact – General application usage questions – User specific controls or permissions – An issue of minor importance and low impact
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9. ESCALATION PROCEDURE

9.1 If You are not satisfied with the response to a Support Request You must follow the escalation procedure.

9.2 You will in the first instance escalate Support Requests to the service desk Team Leader via the service desk.

9.3 If You are unable to reach a satisfactory resolution with the Team Leader You may escalate the issue to the following contact:

Contact: James Stride (UK Support Team Lead) Contact Email: james.stride@eficode.com

