



**CIVIC**  
*knows*  
***Terms and  
Conditions***

10 December 2025

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These Terms and Conditions shall apply to the provision of Services by CIVIC COMPUTING LIMITED, a company incorporated in Scotland (Registered number SC221925) and having its Registered Office at 12 South Charlotte Street, Edinburgh, EH2 4AX ("Civic") to you, ("the Client").

In the event of conflict between these Terms and Conditions and any other terms and conditions (of the Client or otherwise), these Terms and Conditions shall prevail unless expressly otherwise agreed by Civic in writing.

## *1. Definitions and Interpretation*

1.1 In the Agreement, unless the context otherwise requires, the following expressions have the following meanings:

**"Affiliate"** means in relation to a legal entity (1) its ultimate holding company (2) its subsidiaries and (3) all other subsidiaries of its ultimate holding company as the terms "subsidiary" and "holding company" are defined by Section 1159 of the Companies Act 2006 as amended;

**"Agreement"** means these Terms and Conditions together with the Schedule and all Work Statements in reverse chronological order;

**"Applicable Laws"** means the laws of Scotland and the European Union and any other laws or regulations, regulatory policies, guidelines or industry codes which apply to the performance of the Services;

**"Budget"** means the information contained in a Work Statement detailing all projected Fees, costs and expenses for developing the Deliverables in accordance with the Agreement;

**"Change Order"** means a written statement signed by the parties recording any (a) change in the details of a Work Statement, even if a fixed price Work Statement, or (b) change in the assumptions upon which the Work Statement is based (including, but not limited to, changes in an agreed starting date for a Project or suspension of the Project by the Client or (c) any changes in the Budget and/or Work Programme;

**"Civic Personnel"** means all employees, officers, staff, other workers, agents and consultants of Civic and of any Sub-contractors who are engaged in the performance of the Services from time to time;

**"Code"** means all computer programming code (both object and source, unless otherwise specified), as written, modified or enhanced from time to time by Civic, including, without limitation, all interfaces,

navigational devices, menus, menu structures or arrangements, icons, help, operational instructions, script, commands, syntax HTML, design, templates, and the literal and non-literal expressions of ideas that operate, cause, create, direct, manipulate, access or otherwise affect the Content whether created or licensed from third parties by Civic including without limitation, any Intellectual Property Rights in such material;

**“Commencement Date”** means the date the date of the first Works Statement entered into between the parties;

**“Confidential Information”** means in relation to either party any information which is disclosed to that party by the other party (whether or not developed by the other) including, without limitation (a) the preparation and Specifications of the Deliverables, (b) pre-existing or new information that relates to all ideas, designs, methods, discoveries, improvements, products or other results of consulting services, (c) trade secrets, (d) product data, (e) proprietary rights, (f) business and financial affairs, (g) product developments, (h) customer and employee information and (i) Intellectual Property Rights;

**“Content”** means all text, graphics, animation, audio and/or digital video components and all other components of the Deliverables and the selection and arrangement thereof, other than Code, whether created by Civic or provided by the Client for purposes of developing the Deliverables, including without limitation any Intellectual Property Rights therein;

**“Data Subject”** has the meaning set out in the Privacy Legislation;

**“Deliverables”** means the specific Services relating to a Project specified in each Work Statement including (without prejudice to the foregoing generality) all Code, Content and other materials to be produced by Civic hereunder as more fully described in the relevant Work Statement;

**“Fees”** means the remuneration payable by the Client to Civic for the carrying out of the relevant Services as detailed in the relevant Work Statement;

**“Final Project Acceptance Form”** means a document signed and dated by the Client confirming that the work has been completed and tested and either delivered to their satisfaction (accepting the Project as a whole) or not delivered to their satisfaction (rejecting the Project as a whole or certain Deliverables);

**“GDPR”** means the General Data Protection Regulation (Regulation (EU) 2016/679) as amended, replaced, adopted or re-applied;

**“Intellectual Property Rights”** means any patent, copyright, trademark and design rights (in either case registered or unregistered) format rights, topography rights, trade secrets, moral right, right of attribution or integrity right to confidentiality know-how, data base rights, algorithms, graphical user interfaces, menu

command hierarchies or other intellectual or industrial property rights or proprietary rights arising under the laws of any jurisdiction (including, without limitation, all claims and causes of action for infringement, misappropriation or violation thereof and all rights in any registrations and renewals);

**“Open Source Software”** means computer software in which source code is released under a license in which the copyright holder grants users the rights to study, change, and distribute the software to anyone and for any purpose;

**“Pass-through Costs”** means outlays such as salaries, platform/hardware/hosting costs, telecommunications costs, third party software licensing costs etc.;

**“Personal Data”** has the meaning set out in the Privacy Legislation;

**“Pre-existing Works”** means any pre-existing original works of authorship contained in the Content or Code as identified in a Work Statement, procedures and techniques, know-how, personnel data, financial information, computer technical expertise and software, which have been independently developed by either party or licensed from third parties by either party including without limitation, any Intellectual Property Rights in such material which relate to a party's business or operations;

**“Privacy Legislation”** means the GDPR (where applicable in relation to the storage retention and processing of EU personal data), the Data Protection Act 2018, the retained EU law version of the GDPR (the “UK GDPR”), as it forms part of the law of England and Wales, Scotland, and Northern Ireland by virtue of section 3 of the European Union (Withdrawal) Act 2018, the Privacy and Electronic Communications (EC Directive) Regulations 2003 (SI 2426/2003) and all applicable laws and regulations relating to the processing of personal data and privacy, including where applicable the guidance and codes of practice issued by the Information Commissioner (as amended or replaced from time to time), and all applicable laws and regulations relating to the processing of personal data and privacy whether now or in the future in force;

**“Project”** means a specific piece of work which is the subject of a Work Statement;

**“Relevant Period”** means the period of three (3) years from and after the Commencement Date;

**“Schedule”** means the schedule annexed;

**“Services”** means the services to be delivered by Civic which may be the subject of a Work Statement;

**“Software”** means software belonging to the Client from time to time;

**“Specifications”** means the requirements for the development of the Deliverables, including operational and functional capabilities and performance contained in a Work Statement;

**“Sub-Contract”** means any contract between Civic and a third party pursuant to which Civic agrees to source the performance of the Services (or any of them) from that third party;

**“Sub-contractor”** means those persons with whom Civic enters into a Sub-contract or its or their employees, officers, Sub-contractors or agents;

**“Work Statement”** means the Work Statement set out in Part 1 of the Schedule, as revised by the parties from time to time, containing (i) a description of the Deliverables (including Specifications) to be delivered, and any services to be performed, by Civic for the Client, (ii) a Budget and (iii) a Work Programme. The Work Statement may also include provisions for written and/or oral progress reports by Civic, detailed functional and technical specifications and standards for all services and Deliverables, including quality standards, documentation standards, lists of any special equipment to be procured by Civic or provided by the Client for use in performance of the work, test plans and scripts, and such other terms and conditions as may be mutually agreed by the parties;

**“Work Programme”** means the timetable for the development of the Deliverables as set out in the relevant Work Statement.

1.2 Unless the context otherwise requires, each reference in the Agreement to:

1.2.1 **“writing”**, and any cognate expression, includes a reference to any communication affected by electronic transmission, facsimile transmission or similar means;

1.2.2 a **“working day”** is a reference to any day other than Saturday or Sunday which is not a bank or public holiday in the territory of either party;

1.2.3 a statute or a provision of a statute is a reference to that statute or provision as amended or re-enacted at the relevant time;

1.2.4 **“party”** means either the Client or Civic as the case may be and “parties” shall mean both of them; and

1.2.5 a clause or paragraph is a reference to a Clause of the Agreement (other than the Schedules) or a paragraph of the relevant Schedule.

1.3 In the Agreement:



1.3.1 any reference to the parties includes a reference to their respective personal representatives, successors in title and permitted assignees;

1.3.2 any reference to a person includes any body corporate, unincorporated association, partnership or any other legal entity;

1.3.3 words importing the singular number include the plural and vice versa; and

1.3.4 words importing either gender include the other gender.

1.4 The headings in the Agreement are for convenience only and shall not affect its interpretation.

## *2. Scope of Agreement*

2.1 As a "master" form of contract, the Agreement allows the parties to contract for multiple Projects through the issuance of multiple Work Statements, without having to re-negotiate the basic terms and conditions contained herein. This Agreement covers the provision of services by Civic and Civic's Affiliates and, accordingly, the Agreement represents a vehicle by which the Client can efficiently contract with Civic and its Affiliates for a range of services.

2.2 If any of the Services include the provision of Civic's software-as-a-service (SaaS) products, the provision of those Services and the Client's use of such SaaS products shall be governed by Civic's SaaS Terms and Conditions, forming Part 3 of the Schedule (the "**SaaS Terms**"), which SaaS Terms form part of this Agreement. In the event of any conflict between the SaaS Terms and this Master Agreement, the SaaS Terms shall prevail, but only with respect to the SaaS products.

## *3. Work Statements*

3.1 The specific details of each Project shall be separately negotiated and specified in a Work Statement. Each Work Statement will include, as appropriate, the scope of work, Work Programme, and Budget and payment schedule. Each Work Statement shall be subject to all of the terms and conditions of the Agreement, in addition to the specific details set forth in the Work Statement.

3.2 To the extent any terms or provisions of a Work Statement conflict with the terms and provisions of the Agreement, the terms and provisions of the Agreement shall prevail unless any Work Statement specifically states an intent to supersede the terms of the Agreement on a specific matter. All Work Statements shall be deemed to be incorporated herein by reference.

## *4. Nature of Services*

4.1 The specific Services will be specified in relation to any Project in the relevant Work Statement.

## 5. Payment of Fees and Expenses.

5.1 The Client will pay Civic for Fees, expenses and Pass-through Costs in accordance with the Budget and payment schedule contained in each Work Statement. The Client agrees that the Budget and payment schedule for each Work Statement will be structured in an effort to maintain cash neutrality for Civic (with respect to the payment of Fees, Pass-through Costs and otherwise).

5.2 The Client agrees that a prepayment may be necessary for Civic to maintain cash neutrality over the term of the Work Statement taking into account payment terms agreed upon between the parties. Unless otherwise agreed in a particular Work Statement, the following shall apply:

5.2.1 Civic will invoice the Client on completion of the relevant Work Statement for the Fees, expenses and Pass-through Costs incurred in performing the Services; and,

5.2.2 The Client shall pay each invoice within fourteen (14) days of the date of the invoice. If any portion of an invoice is disputed, then the Client shall pay the undisputed amounts as set forth in the preceding sentence and the parties shall use good faith efforts to reconcile the disputed amount as soon as practicable. The Client shall pay Civic interest in an amount equal to two percent (2%) per month of all undisputed amounts owing hereunder and not paid within thirty (30) days of the date of the invoice.

## 6. Scope of Services

6.1 Civic shall author, design, create, develop, test and produce the Deliverables, in accordance with the Work Statement. At any time during the term of the Agreement, the Client may request additional services to be performed by Civic. Such additional work shall be agreed upon in writing by the parties and shall be recorded in a Work Statement which Work Statement shall be subject to the terms of the Agreement and become effective upon execution, by authorised representatives of both parties.

6.2 Civic agrees to use all reasonable endeavours to complete the Deliverables in a timely manner according to the relevant Work Programme but the obligations with respect to meeting each Work Programme are subject to delays caused by Force Majeure (as defined in Clause 17). Civic agrees to notify the Client promptly of any event coming to its attention that may affect Civic's ability to meet the requirements of a Work Statement, or that is likely to cause any material delay in delivery of the Deliverables. Civic shall not be in breach of the Agreement as a result of a reasonable delay in delivering the Deliverables caused by Force Majeure

## 7. Change Orders.

7.1 If the Client wishes to amend the scope of a Work Statement, the parties will use all reasonable endeavours to agree a Change Order. Each Change Order shall detail the requested changes to the applicable task, responsibility, duty, Budget, Work Programme or other matter. The Change Order will become effective upon the execution of the Change Order by both parties and will include a specified period of time (as agreed upon by the parties) within which Civic will implement the changes and any increase in Fees.

7.2 Both parties agree to act reasonably and in good faith and use all reasonable endeavours to promptly agree a Change Order requested by the other party. Civic reserves the right to postpone affecting material changes in the Project's scope until such time as the parties agree to and execute the corresponding Change Order.

## 8. Compensation

8.1 If Civic quotes an unqualified and unconditioned price for Deliverables or particular services in the Work Statement, the amount quoted shall be deemed a fixed price. Unless the Work Statement provides for progress payments, deferral of payment after completion or some other form of payment schedule, the Client shall pay the full amount of the fixed price associated with the Deliverables and shall begin making payments for Civic's upon delivery of final Deliverables.

8.2 Except as set forth in the Work Statement, Civic shall bear all of its own expenses arising from its performance of its obligations under the Agreement, including (without limitation) expenses for facilities, work spaces, utilities, management, clerical and reproduction services, supplies, and the like.

8.3 With respect to Deliverables, and other services for which the parties determine that payment on a fixed price basis is not appropriate, the Work Statement may provide for payment on the basis of time and materials, determined according to the hourly rates set for Civic's employees by skill level in the schedule of rates forming Part 2 of the Schedule. The parties may agree on a maximum aggregate amount for a particular Project. Civic shall use all reasonable endeavours to complete the specified Services and/or Deliverables for no more than such aggregate amount. Should Civic determine at any time that it may be necessary to exceed such aggregate amount, Civic shall provide a written notice to the Client, indicating the estimated cost to complete the Project. Following receipt of such estimate, the Client shall immediately instruct Civic in writing to (i) halt work with respect to such Project, (ii) continue on a time and material basis, or (iii) suspend work pending further negotiation of a fixed price for completion.

8.4 The hourly rates prescribed by the schedule of rates, shall be in lieu of compensation or reimbursement for any costs or burden incurred by Civic except as specifically set out in the Work Statement. Rates quoted by Civic in the schedule of rates are subject to change upon sixty (90) days' advance notice, provided that any such change shall have no effect upon rates or charges for work already rendered or scheduled to be rendered within thirty (30) days of the issue of such notice.

## 9. Term and Termination

9.1 This Agreement shall commence on the Commencement Date and shall continue for the Relevant Period, or until terminated by either party in accordance with Clause 9.2 or 9.3 below.

9.2 After the Relevant Period, the Agreement will automatically renew each year thereafter for a period of one year, unless either party notifies the other party in writing at least 30 days prior to the renewal date that it does not want to renew the Agreement.

9.3 Either party may terminate the Agreement by giving written notice to the other party if:

9.3.1 any sum owing to that party by the other party under any of the provisions of the Agreement is not paid within 30 days of the due date for payment;

9.3.2 the other party commits any other material breach of any of the provisions of the Agreement and, if the breach is capable of remedy, fails to remedy it within 30 days after being given

written notice giving full particulars of the breach and requiring it to be remedied;

9.3.3 a creditor takes possession, or (where the other party is a company) a receiver, administrator or liquidator or the relevant equivalent is appointed, of any of the property or assets of that other party;

9.3.4 the other party makes any voluntary arrangement with his or its creditors or (being a company) becomes subject to an administration order (within the meaning of the Insolvency Act 1986) or the equivalent;

9.3.5 the other party (being an individual or firm) has a bankruptcy order made against him or it or (being a company) goes into liquidation (or the equivalent) (except for the purposes of amalgamation or reconstruction and in such a manner that the company resulting therefrom effectively agrees to be bound by or assume the obligations imposed on that other party under the Agreement);

9.3.6 anything analogous to any of the foregoing under the law of any jurisdiction occurs in relation to the other party;

9.3.7 the other party ceases, or threatens to cease, to carry on business; or

9.3.8 control of the other party is acquired by any person or connected persons not having control of that other party on the date of the Agreement.

9.4 For the purposes of Clause 9.3.2 a breach shall be considered capable of remedy if the party in breach can comply with the provision in question in all respects other than as to the time of performance (provided that the time of performance is not of the essence).

9.5 The rights to terminate the Agreement given by this Clause 9 shall not prejudice any other right to remedy of either party in respect of the breach concerned (if any) or any other breach.

## *10. Effects of Termination*

10.1 Upon the termination of the Agreement for any reason:

10.2.1 other than in respect of material breach by Civic) any sum owing by the Client to Civic under any of the provisions of the Agreement shall be immediately payable and the Client will pay Civic for all unpaid invoices and uncompensated staff time and expenses up to the date of termination; provided, however, that if the Deliverables are being provided on a fixed price billing basis, all staff time and expenses shall be paid as if on a time and material billing basis;

10.2.2 each party shall forthwith cease to use, either directly or indirectly, any Confidential Information, and shall forthwith return to the other party any documents in its possession or control which contain or record any Confidential Information;

10.2.3 any provision of the Agreement which is expressed to continue in force after termination or by its nature is intended to continue in force after termination shall continue in full force and effect;

10.2 Termination of the Agreement or any Work Statement shall not affect any of the parties' rights and remedies that have accrued as at termination, including the right to claim damages (subject to the limitations contained herein) in respect of any breach of the Agreement or any Work Statement that existed at or before the date of termination.

10.3 Civic may retain Client Content in backup media for an additional period of up to one year after the date of termination of the Agreement, or longer if required by law, provided it makes no further use of such Client Content (except as provided for herein or as is required by law), keeps the Client Content confidential in accordance with Clause 14.

10.4 Subject as provided in this Clause 10, and except in respect of any accrued rights as aforesaid, neither party shall be under any further obligation to the other.

## ***11. The Client's Responsibilities***

11.1 The Client shall:

11.1.1 furnish information requested by Civic acting reasonably;

11.1.2 provide adequate access to personnel of the Client;

11.1.3 maintain the accessibility and operability of any Software;

11.1.4 provide full good faith cooperation to the extent reasonably necessary for Civic to fulfil its responsibilities under the Agreement

11.2 Any delays attributable to the Client's failure to respond to reasonable requests by Civic will extend any and all deadlines for an amount of time equal to the Client's delay.

11.3 The Client reserves the right to make any necessary equipment or software upgrades, changes or modifications. If the Client fails to do this, Civic shall be relieved of its obligations to the extent that the obligations are dependent upon the Client's performance.

11.4 The Client shall maintain such rights in its Pre-existing Works and any third-party software during the Relevant Period as are necessary to carry out the purposes of the Agreement.

## ***12. Delivery and Acceptance of Deliverables***

12.1 Civic shall deliver the Deliverables at the times and in the manner specified in the relevant Work Statement.

12.2 The procedure for acceptance of any Deliverable shall be as follows:

12.2.1 The Client shall have the time shown in the Work Statement to inspect and test each such Deliverable when received. Upon completion of such testing, the Client shall issue to Civic a Final Project Acceptance Form indicating acceptance or rejection of the Deliverables (provided that, in any event unless the Client has notified Civic of its rejection of any Deliverables within ten working days following delivery thereof, the same shall conclusively be deemed accepted).

12.2.2 The Client may only reject Deliverables for material failure to comply with the applicable Specifications. In the event of rejection, the Client shall give its reasons for rejection to Civic in reasonable detail. Civic shall then have the time allotted in the Work Statement to use commercially reasonable efforts to correct any deficiencies or non-conformities from the applicable Specifications and

resubmit the rejected items as promptly as reasonably possible until the Deliverables are accepted; provided, however, that upon the third and subsequent rejection the Client may terminate the Agreement by thirty (30) days' notice unless the Deliverables are accepted during the notice period.

12.2.3 Upon acceptance of the Deliverables by the Client, the Specifications for such Deliverables shall automatically be deemed to be amended to conform to the Deliverables as accepted by the Client.

## *13. Rights in the Deliverables*

13.1 All Deliverables and other items and materials delivered by Civic to the Client hereunder, and all Intellectual Property Rights associated with any of the foregoing other than third party rights and Civic's Pre-existing Works, shall be owned exclusively by the Client upon full and complete payment by the Client of all Fees and other sums with any interest due thereon to Civic, until all such Fees and other sums with any interest due thereon have been paid in full by the Client to Civic, all Deliverables and other items and materials delivered or to be delivered by Civic to the Client hereunder, and all Intellectual Property Rights associated with any of the foregoing shall remain the property of and vested in Civic.

13.2 Without prejudice to the terms of Clause 13.1. Civic (in so far as it can competently do so) hereby transfers to the Client by way of present and future assignment/assignation all the Intellectual Property Rights in the Deliverables:

13.2.1 anywhere in the world;

13.2.2 in any sector and for any purpose;

13.2.3 for the full term of such rights and any renewals;

13.2.4 including (with effect from their creation) all Intellectual Property Rights in Works created or developed in future by you in respect of the services.

13.3 For Works in respect of which Intellectual Property Rights are assigned to the Client pursuant to this Clause 13 Civic will waive its, and will procure the waiver by all third parties of their, moral rights in such Deliverables, under the Copyright, Designs and Patents Act 1988 (and all analogous legislation worldwide) to the extent permitted by law.

13.4 At the Client' expense, Civic shall: (a) co-operate with the Client in its efforts to obtain available protection for the Deliverables under domestic and foreign laws and to secure such certifications registrations, or licenses as may be appropriate for the better protection of the same in the United Kingdom and/or the United States or any foreign country; and (b) take such further action as the Client may reasonably request (including, without limitation, execution of affidavits and other documents) to effect, perfect or confirm the Client' ownership interests as set forth in this Clause 13.

13.5 In relation to Pre-existing Works owned by Civic, Civic will grant or where the Pre-existing Works contain third party Intellectual Property shall procure for the Client an irrevocable worldwide, royalty free perpetual license (including an ability to grant sub-licences) to use the Pre-existing Works which form part of the Deliverables, unless any specific licencing terms applicable to Pre-existing Works are included in the relevant Work Statement.

13.6 Civic hereby warrants to the Client that the Deliverables shall not contain any third party software or any Open Source software or other software which when used in the Deliverables will be modified in such a manner as will require free sharing of the Deliverables or any part thereof with others.

13.7 In the event that any such Open Source Software or similar software is used in the Deliverables and will be modified in such a manner as will require free sharing of the Deliverables or any part thereof with others:

13.7.1 Civic agrees forthwith to rewrite all such sections of the Deliverables free of charge in Code which when used in the Deliverables will not be modified in such a manner as will require free sharing of the Deliverables or any part thereof with others. To deliver and install all such rewritten Code and to assign all rights in all such rewritten Code to the Client.

13.7.2 Nothing in these sub clauses 13.7.1 and 13.7.2 shall prevent the Client from taking such other action as it may think fit including legal action in respect of any damage or loss it may sustain as a result of Civic's inclusion of any such Third Party Software.

## 14. Confidentiality

14.1 Each party undertakes that, except as provided in Clause 14.2 or as authorised in writing by the other party, it shall, at all times during the continuance of the Agreement and for five years after its termination:

14.1.1 keep confidential all Confidential Information;

14.1.2 not disclose any Confidential Information to any other person;

14.1.3 not use any Confidential Information for any purpose other than as contemplated by and subject to the terms of the Agreement;

14.1.4 not make any copies of, record in any way or part with possession of any Confidential Information; and

14.1.5 ensure that none of its directors, officers, employees, agents or advisers does any act which, if done by that party, would be a breach of the provisions of 14.1.1 to 14.1.4 above.

14.2 Either party may:

14.2.1 disclose any Confidential Information to:

- a) any sub-contractor or supplier of that party;
- b) any governmental or other authority or regulatory body; or
- c) any employee or officer of that party or of any of the aforementioned persons or bodies;

14.2.2 to such extent only as is necessary for the purposes contemplated by the Agreement, or as required by law, and in each case subject to that party first informing the person in question that the Confidential Information is confidential and (except where the disclosure is to any such body as is mentioned in (ii) above or any employee or officer of any such body) obtaining and submitting to the other party a written undertaking from the person in question, as nearly as practicable in the terms of this Clause, to keep the Confidential Information confidential and to use it only for the purposes for which the disclosure is made; and

14.2.3 use any Confidential Information for any purpose, or disclosure it to any other person, to the extent only that it is at the date of the Agreement, or at any time after that date becomes, public



knowledge through no fault of that party, provided that in doing so that party does not disclose any part of that Confidential Information which is not public knowledge.

14.3 The provisions of this Clause 14 shall continue in force in accordance with their terms, notwithstanding the termination of the Agreement for any reason.

## *15. Representations, Warranties, Limitations and Indemnity*

**The following representations and warranties are provided solely for the benefit of the parties to the Agreement, and no other person or entity.**

15.1 Civic warrants that (i) the Deliverables shall perform as stated in the Specifications and (ii) it will perform all work called for in the Work Statement in a good and workmanlike manner, with reasonable skill and care and in compliance with Applicable Laws.

15.2 Civic warrants that the Deliverables:

15.2.1 will not infringe the Intellectual Property Rights of any third party; and

15.2.2 will not be defamatory to any third party or violate any third parties' rights of privacy or publicity.

15.3 The Client warrants that no part of its Pre-existing Works, including all related materials and Content provided by the Client in the production of the Deliverables:

15.3.1 infringes on any Intellectual Property Rights of others;

15.4 The Client warrants that it is the owner of all rights in or has obtained any written permission necessary to authorise Civic's use pursuant to the Agreement of, any part of its Pre-existing Works. The Client hereby grants to Civic a royalty free, non-exclusive licence to use the Client's Pre-existing Works and Content for the purposes of carrying out its obligations under the relevant Work Statement.

15.5 Each party indemnifies the other and undertakes to keep it indemnified against direct damages, losses, and expenses finally awarded against Civic ("Claim") (excluding, for the avoidance of doubt, the Fees and any Pass-through Costs) incurred or suffered in connection with any claims or proceedings brought by a third party for the infringement of the third party's Intellectual Property Rights arising out of or in connection with the Deliverables and the Client's use of the Deliverables.

15.6 The indemnified party shall give written notice to the indemnifying party of any Claim no later than thirty (30) days after first receiving notice of a Claim and shall give copies to the indemnifying party of all communications, notices and/or other actions relating to the Claim. The indemnified party shall give the indemnifying party the sole control of the defence of any Claim and shall act in accordance with the reasonable instructions of the indemnifying party and shall give the indemnifying party such assistance as the indemnifying Party reasonably requests to defend or settle such Claim. The indemnifying Party shall conduct its defence at all times in a manner which is not adverse to the indemnified party's interests. The indemnified party may employ its own counsel to assist it with respect to any such Claim. The indemnified party shall bear all costs of engaging its own counsel, unless engagement of counsel is necessary because of a conflict of interest with the indemnifying party or its counsel, or because the indemnifying party fails to assume control of the defence. The indemnified party shall not settle or compromise any



Claim without the indemnifying party's express written consent.

15.7 Civic shall be relieved of its indemnification obligations if:

15.7.1 The Claim is caused solely by the Client's use of the Client's own software, whether as a part of the Deliverables or otherwise;

15.7.2 is caused solely by the Client's use of the Deliverables in combination with software not supplied by or approved in writing by Civic; or

15.7.3 results solely from any unauthorised modifications made to the Deliverables by or on behalf of the Client.

15.8 The indemnifying party shall be absolved of its indemnification obligations if the indemnified party fails to give notice to the indemnifying party in accordance with Clause 15.6, time being of the essence.

15.9 In the event that the Client's use or possession of the Deliverables or any part thereof, in accordance with the relevant Work Statement is held by a court of competent jurisdiction to constitute an infringement of a third party's Intellectual Property Rights, then Civic shall promptly, and at its own expense:

15.9.1 procure for the Client the right to continue using and possessing the Deliverables or the affected part thereof; or

15.9.2 modify or replace the Deliverables or the affected part thereof without detracting from the overall performance of the same, in order to remove the infringing part.

15.10 In the event that the remedies set out in sub-Clause 15.8 above are not, after Civic's best efforts, reasonably available, then the relevant Work Statement shall be terminated without prejudice to the Client's right to seek further remedies, including damages, for any loss or damage arising out of such termination.

15.11 Each party has full power to enter into the Agreement, to carry out its obligations under the Agreement and to grant the rights described herein to the other party.

15.12 The entire liability of either party under the Agreement shall be limited to an amount equal to the total fees payable under the relevant Work Statement. Notwithstanding any limitation of liability set out in this Clause 15, nothing in the Agreement shall limit or exclude either party's liability for (i) death or personal injury, (ii) a breach of the other party's or a third party's Intellectual Property Rights, (iv) a breach of the Privacy Legislation (v), fraud or fraudulent misrepresentation; or (vi) any other liability which cannot be limited or excluded by Applicable Laws.

15.13 In no event shall either party be liable to the other for any indirect or consequential loss, or any loss, liability, damage or expense suffered or incurred as a result of activity which is outside the scope of a Work Statement.

15.14 The sole remedies for breach of the warranties contained in sub-Clause this Clause are set out in this Clause.

15.15 The Client assumes all responsibility for the selection of the Services, necessary to achieve the Client's intended results, and for the use and results of the Services or Deliverables.

The warranties set out in this Clause 15 are in lieu of all other warranties or conditions; except as expressly provided in the Agreement, the Services, and Deliverables are provided with no other warranties of any kind, and Civic disclaims all other warranties, express or implied, including without

limitation any warranty of merchantability or fitness for a particular purpose. Civic does not warrant that the use of the Deliverables shall be uninterrupted or error-free.

## 16. Professional Indemnity Insurance

16.1 Without prejudice to its other obligations under the Agreement or otherwise at law, Civic shall maintain with a reputable insurance company carrying on business in the UK and European Union, from the date hereof and for a period expiring no earlier than 5 years after Completion (and notwithstanding the termination for any reason of Civic's engagement under the Agreement), employer's liability, third party liability, product liability and professional indemnity insurance (without unusual or onerous conditions or excesses) to cover each and every liability which it may incur under the Agreement and otherwise relating to the Project, with a limit of indemnity of not less than FIVE HUNDRED THOUSAND POUNDS STERLING (£500,000) in aggregate in any insurance year, PROVIDED ALWAYS that such insurance continues to be available in the UK & European Union market upon reasonable terms and at commercially reasonable rates. Any increased or additional premium required by insurers as a result of Civic's own claims record or other acts, omissions, matters or things particular to Civic shall be deemed to be within reasonable terms and commercially reasonable rates.

16.2 Civic shall forthwith notify the Client if such insurance ceases to be available upon reasonable terms or at commercially reasonable rates or if for any other reason Civic is unable to continue to maintain such insurance.

16.3 As and when it is reasonably required to do so by the Client, Civic shall produce for inspection by the Client documentary evidence that the insurance required by Clause 16.1 is being properly maintained.

16.4 Civic's obligation to maintain such insurance shall in no way negate or limit any or all of its obligations or duties hereunder nor its liability in respect of any breach or non-performance of the same.

16.5 Civic shall not compromise, settle, or waive any claim which they may have under such insurance in respect of any liability which they may incur under the Agreement without the prior written consent of the Client.

16.6 Any liability of Civic arising in respect of the Agreement for loss or damage sustained by the Client or others, whether in contract, delict or otherwise (except for death and personal injury arising through the negligence of Civic or any of its employees while acting in the course of their employment, which liability shall be unlimited) shall be limited in aggregate total of the higher of the sum insured for in terms of Clause 16.1.

## 17. Force Majeure

17.1 For the purposes of the Agreement "**Force Majeure**" means in relation to either party, any circumstances beyond the reasonable control of that party (including, without limitation, acts of god, industrial action, civil disturbances, epidemic or pandemic (whether natural or man-made) disruption of telecommunications power or other utilities or interruption or termination of security the Internet access provider being used by Civic to link its services to the Internet).

17.2 If any Force Majeure occurs in relation to either party which affects or may affect the

performance of any of its obligations under the Agreement, it shall forthwith notify the other party as to the nature and extent of the circumstances in question.

17.3 Neither party shall be deemed to be in breach of the Agreement, or shall otherwise be liable to other, by reason of any delay in performance, or the non-performance, of any of its obligations under, to the extent that the delay or non-performance is due to any Force Majeure of which it has notified the other party, and the time for performance of that obligation shall be extended accordingly.

17.4 If the performance by either party of any of its obligations under the Agreement is prevented or delayed by Force Majeure for a continuous period in excess of six months, the other party shall be entitled to terminate the Agreement by giving written notice to the party so affected.

## **18. Personnel**

18.1 At all times, Civic shall ensure that:

18.1.1 each of Civic's Personnel is suitably qualified, adequately trained and capable of performing the applicable Services in respect of which they are engaged;

18.1.2 there is an adequate number of Civic Personnel to perform the Services properly; and

18.1.3 each of the Civic Personnel complies with the Client's policies and procedures notified to Civic in writing when working on the Client's sites.

18.2 Should any of Civic's Personnel seek to recover any employment costs from the Client or otherwise claim any Employee Liabilities from the Client, Civic shall indemnify the Client without limit in relation to the same.

18.3 Should the Client, acting reasonably, consider that any member of Civic Personnel should be removed from the provision of the Services Civic shall have one month to provide a replacement member of Civic Personnel who is reasonably acceptable to the Client.

### **Data protection**

18.4 Each party agrees that, in the performance of their respective obligations under the Agreement, it shall comply with the provisions of the Privacy Legislation to the extent it applies to each of them.

18.5 In so far as Civic processes any Personal Data (including name, postal address, email address, mobile/telephone details, and other contact or personal details) relating to individuals which is acquired or collected by Civic in connection with the Agreement, Civic shall:

18.5.1 process the Personal Data on behalf of the Client (or, if so directed by the Client, an Affiliate or Affiliates of the Client), only for the purposes of performing the Agreement and only in accordance with instructions contained in the Agreement or provided to Civic by the Client from time to time;

18.5.2 not otherwise modify, amend or alter the contents of the Personal Data or disclose or permit the disclosure of any of the Personal Data to any third party unless specifically authorised in writing by the Client;

18.5.3 at all times comply with the provisions of the Privacy Legislation and all other

Applicable Laws and implement appropriate technical and organisational measures to protect the Personal Data against unauthorised or unlawful processing and against accidental loss, destruction, damage, alteration or disclosure;

18.5.4 ensure that only those Civic Personnel who need to have access to the Personal Data are granted access to such data and only for the purposes of the performance of the Agreement and ensure that all of Civic Personnel required to access the Personal Data are informed of the confidential nature of the Personal Data and comply with the obligations set out in this Clause notify the Client within five Business Days if it:

18.5.5 obtain prior written consent from the Client before transferring Personal Data to any Sub-contractor and, if such consent is given, include in all contracts with such Sub-contractor provisions in favour of the Client which are equivalent to those in this Clause 19 and enforce these obligations at the Client' request;

18.5.6 not publish, disclose or divulge any of the Personal Data to any third party (including the Data Subject) unless directed to do so in writing by the Client;

18.6 Civic shall notify the Client within five Business Days if it:

18.6.1 becomes aware of any breach of this Clause 19 by it or its Subcontractors;

18.6.2 receives a request from a Data Subject to have access to that person's Personal Data;

18.6.3 receives a complaint or request relating directly or indirectly to the processing of any Personal Data in connection with the Agreement; and

18.6.4 receives any other communication relating directly or indirectly to the processing of any Personal Data in connection with the Agreement;

18.7 Civic shall:

18.7.1 permit the Client or its external advisers (subject to reasonable and appropriate confidentiality undertakings) to inspect and audit Civic's data processing activities and comply with all reasonable requests or directions by the Client to enable the Client to verify and procure that Civic is in full compliance with its obligations under the Agreement;

18.7.2 at no additional cost, provide such information to the Client as the Client may reasonably require, and within the timescales reasonably specified by the Client, to allow the Client to comply with the rights of Data Subjects, including Data Subject-access rights, or with notices served by the Information Commissioner or any other law enforcement authority; and

18.7.3 not transfer Personal Data outside the European Economic Area without the prior written consent of the Client and, where the Client consents to such transfer, to comply with:

a) the obligations on Data Controllers under the Eighth Data Protection Principle set out in of the Privacy Legislation by providing an adequate level of protection to any Personal Data that is transferred; and

b) any reasonable instructions notified to it by the Client.

18.8 Civic shall, at all times during and after the Relevant Period, indemnify the Client and keep

the Client indemnified against all losses, damages, costs or expenses and other liabilities (including legal fees) incurred by, awarded against or agreed to be paid by the Client arising from any breach of Civic's obligations under this Clause 19 except and to the extent that such liabilities have resulted directly from the Client's instructions.

18.9 All Personal Data relating to individuals which is acquired or collected by Civic in connection with the Agreement shall belong exclusively to the Client which hereby grants to Civic and, to the extent necessary, to Civic Personnel, or shall use commercially reasonable endeavours to procure the grant of, a royalty-free, non-exclusive licence (or, where relevant, an appropriate sub-licence) to use the same solely in relation to the performance of the Services as contemplated in the Agreement.

## *19. Assignment and Sub-contracting*

19.1 Subject to Clause 20.2, Civic shall not be entitled to assign, novate or otherwise dispose of any or all of its rights and obligations under the Agreement without the express written consent of the Client.

19.2 Civic may Sub-contract all or part of its obligations under the Agreement to a recognised competent third party provided the Client has consented in writing to the Sub-contractor.

19.3 Despite its right to Sub-contract pursuant to this Clause 20, Civic shall remain responsible for all acts and omissions of all Sub-contractors and the acts and omissions of all those employed or engaged by the Sub-contractors as if they were its own. An obligation on Civic under the provisions of the Agreement to do, or refrain from doing, any act or thing shall include an obligation on Civic to procure that its employees, officers, staff, other workers, agents and consultants each Sub-contractor and each of the Sub-contractors' employees, officers, staff, other workers, agents and consultants also do, or refrain from doing, such act or thing.

19.4 The Client shall be entitled to assign the Agreement to any of its Affiliates at any time.

## *20. Nature of Agreement*

20.1 Each party shall be entitled to perform any of the obligations undertaken by it and to exercise any rights granted to it under the Agreement through any other Affiliate, provided that any act or omission of that other Affiliate shall, for all the purposes of the Agreement, be deemed to be the act or omission of the party in question.

20.2 Subject to Clause 20 the Agreement is personal to the parties and neither party may assign, mortgage or charge (otherwise than by floating charge) or sub-licence any of its rights hereunder, except with the written consent of the other party.

20.3 Nothing in the Agreement shall create, or be deemed to create, a partnership, or the relationship of principal and agent, between the parties.

20.4 This Agreement contains the entire agreement between the parties with respect to its subject matter and may not be modified except by an instrument in writing signed by the duly authorised representatives of the parties.

20.5 Each party acknowledges that, in entering into the Agreement, it does not rely on any representation, warranty or other provision except as expressly provided in the Agreement, and all conditions, warranties or other terms implied by statute or common law are excluded to the fullest extent permitted by law.

20.6 No failure or delay by either party in exercising any of its rights under the Agreement shall be deemed to be a waiver of that right, and no waiver by either party of a breach of any provision of the Agreement shall be deemed to be a waiver of any subsequent breach of the same or any other provision.

20.7 If any provision of the Agreement is held by any court or other competent authority to be invalid or unenforceable in whole or in part, the Agreement shall continue to be valid as to its other provisions and the remainder of the affected provision.

## **21. Notices and Service**

21.1 Any notice or other information required or authorised by the Agreement to be given by either party to the other shall be given by:

21.1.1 delivering it by hand;

21.1.2 sending it by pre-paid registered post; or

21.1.3 sending it by electronic transmission, facsimile transmission or comparable means of communication;

21.1.4 to the other party at the address given in the preamble.

21.2 Any notice or information given by post in the manner provided by Clause 22.1 which is not returned to the sender as undelivered shall be deemed to have been given to the second day after the envelope containing it was so posted; and proof that the envelope containing any such notice or information was properly addressed, pre-paid, registered and posted, and that it has not been so returned to the sender, shall be sufficient evidence that the notice or information has been duly given.

21.3 Any notice or information sent by electronic transmission, facsimile transmission or comparable means of communication shall be deemed to have been duly given on the date of transmission.

21.4 Service of any document for the purposes of any legal proceedings concerning or arising out of the Agreement shall be effected by either party by causing it to be delivered to the other party at its registered or principal office, or to such other address as may be notified to it by the other party in writing from time to time.

## **22. Miscellaneous**

22.1 This Agreement shall not be deemed to constitute an agency, partnership or joint venture between the parties. Neither party shall act or describe itself as the agent of the other party nor shall either party have or represent that it has any authority to make commitments on behalf of the other.

22.2 This Agreement constitutes the entire express agreement and understanding between the parties and supersedes and prior agreement or understanding between the parties.

22.3 The parties acknowledge that in entering into the Agreement they do not rely on any statement, representation (other than a fraudulent misrepresentation), warranty, course of dealing, custom or understanding except for those expressly set out in the Agreement.

22.4 The parties irrevocably and unconditionally waive any rights and/or remedies they may have to the fullest extent permitted by law (including without limitation the right to claim damages and/or to rescind the Agreement) in respect of any misrepresentation other than one which is expressly set out in the Agreement or which is made fraudulently.

22.5 The terms and conditions hereof shall not be capable of variation except by instrument in writing signed by the duly authorised representative of each party hereto.

22.6 Any invalid provision hereof shall be severed and of no effect, and the remaining provisions shall continue in full force and effect as if the invalid provisions had never been contained herein.

22.7 No person who is not a party to the Agreement has any right to rely on or enforce any part of it.

22.8 Each party shall from time to time (both during the continuance of the Agreement and after its termination) do all such acts and execute all such documents as may be reasonably necessary in order to give effect to the provisions of the Agreement.

22.9 The parties shall bear their own costs of and incidental to the preparation, execution and implementation of the Agreement.

22.10 Nothing in the Agreement shall create or be deemed to constitute or give rise to a partnership, joint venture, agency, or any employment relationships between the parties, or any employment relationship between the Consultant and the Client, or any other fiduciary relationship, other than the contractual relationship expressly provided for in the Agreement.

22.11 Neither party shall make or procure or permit any other person to make any press or other public announcement concerning any aspect of the Agreement without first obtaining the agreement to the other party to the text of that announcement.

22.12 The language of the Agreement shall be English.

22.13 The time Zone of the Agreement shall be Greenwich Mean Time.

22.14 In accordance with the Legal Writings (Counterparts and Delivery) (Scotland) Act 2015, the Agreement may be executed in any number of counterparts. Where executed in counterparts: (a) the Agreement shall not take effect until each of the counterparts has been delivered; and (b) each counterpart will be held as undelivered until the last date of signature of the Agreement. Transmission of an executed counterpart of the Agreement (but for the avoidance of doubt not just a signature page) by email (in PDF, JPEG or other agreed format) shall take effect as delivery of an executed counterpart of the Agreement..

## ***23. Anti-Bribery***

23.1 The parties shall comply at all times with the provisions of the United Kingdom Anti-terrorism,



Crime and Security Act 2001, and the United Kingdom Bribery Act 2010 and where applicable, the United States Foreign Corrupt Practices Act.

## *24. Applicable Law and Jurisdiction*

24.1 The laws of Scotland shall apply to the whole of the Agreement.

24.2 Any question arising out of the Agreement as to the construction or effect of any Intellectual Property shall be decided in accordance with the laws of the country in which the Intellectual property in question has been granted or filed or exists.

24.3 Subject to Clause 25.2 The parties hereby agree to submit to the exclusive jurisdiction of the Scottish courts.

## *Schedule*

### **Part 1**

## *WORK STATEMENT:*

This Work Statement ("Work Statement") is between the **Client**, and **CIVIC COMPUTING LIMITED**, a company incorporated in Scotland (Registered number SC221925) and having its Registered Office at 12 South Charlotte Street, Edinburgh, EH2 4AX (hereinafter referred to as "Civic") and relates to the Master Services Agreement entered into between the Client and Civic in terms of Civic's Terms and Conditions which can be found at [insert URL] (the "Master Agreement"). Pursuant to the Master Agreement, Civic has agreed to perform certain services in accordance with written Work Statements, such as this one, entered into from time-to-time.

The parties hereby agree as follows:

(A) Work Statement. This document constitutes a "Work Statement" under the Master Agreement, and this Work Statement and the services contemplated herein are subject to the terms and provisions of the Master Agreement.

(B) In this Work Statement, unless specified otherwise, words and phrases shall have the same



meanings as those in the Master Agreement.

## ***1. DESCRIPTION OF DELIVERABLES AND SPECIFICATIONS***

### 1.1 Summary of Purpose for Work Statement

<<Insert Details>>

### 1.2 Description of Deliverables

<<Insert Details>>

### 1.3 Identification of Pre-existing Works

<<Insert Details>>

### 1.4 Software Specifications

1.4.1 Technical Specification<<Insert Details>>

1.4.2 Performance/Functional Specification <<Insert Details>>

1.4.3 Hosting Environment <<Insert Details>>

### 1.5 Equipment and Programming to be Provide by the Client

<<Insert Details>>

### 1.6 Data Provided to Civic by the Client

<<Insert Details>>

### 1.7 Civic's Resources and Personnel

<<Insert Details>>

### 1.8 Special Terms

<<Insert Details>>

### 1.9 Client Contact

Notices to the Client shall be sent to <<Name>> at <<Insert Address, Email, Facsimile etc.>>.

## 2. BUDGET/FEE/PAYMENT

### 2.1 Mode of Payment

2.1.1 The payment for all time, materials and other expenses of Civic associated with the production of the Deliverables shall be a fixed fee of << >>.

2.1.2 In addition, the Client shall upon execution of the Agreement pay/provide/grant to Civic << >>.

2.1.3 Where continued services are to be provided: Civic's obligation to maintain and upgrade the Software as contemplated by this Work Statement shall be as follows:

2.1.3.1 Upon the Client' request, during the period of << >> years following the delivery of the Deliverables by Civic to the Client, Civic shall use commercially reasonable efforts to develop and deliver to the Client enhancements, modifications and maintenance according to the Client' written specifications, which shall become a revised Work Statement and attached to the Agreement.

2.1.3.2 Such work shall be performed at a rate of <<Insert Details>> or at Civic's then current rates as specified in the revised Work Statement.

### 2.2 Payment Schedule

the Client shall pay Civic for the work in accordance with the Performance Milestone schedule set out in Section 3.1 below. Each payment to Civic shall be contingent upon (i) written confirmation from the Client stating that the relevant Performance Milestone has been satisfactorily completed; and (ii) receipt of an invoice by the Client from Civic as provided in Section 2.3 below.

### 2.3 Invoicing

2.3.1 Civic shall submit invoices to the Client for payments due under the Agreement. Invoices shall be payable within 30 days of receipt and shall be submitted on Civic's receipt of written confirmation that a Performance Milestone has been satisfactorily completed.

2.3.2 All invoices that are not paid when due shall accrue interest from the due date until the date payment is received at the rate of <<e.g. 4>>% above the base rate of the Bank of England.

2.3.3 Where an invoice includes charges for time and materials, the invoice shall indicate the names, skill levels, and hours of the employees performing the work.

2.3.4 Reasonable supporting documentation including, but not limited to, receipts for reimbursable expenses shall accompany all related invoices.

## 2.4 Records and Audit

Civic shall:

2.4.1 keep, or procure that there are kept, such records and books of account as are necessary to enable the amount of any sums payable by it pursuant to the Agreement to be accurately calculated; and

2.4.2 at the reasonable request of the Client allow the Client or its agent to inspect those records and books of account and, to the extent that they relate to the calculation of sums invoiced to the Client, to take copies of them.

## 3. SCHEDULE

### 3.1 Schedule and Performance Milestones

This Schedule sets the target dates and Performance Milestones for the preparation and delivery of the Deliverables by Civic

| Performance Milestone         | Responsible Party | Amount | Target Date |
|-------------------------------|-------------------|--------|-------------|
|                               | Client/Contractor | << >>  | << >>       |
|                               |                   | << >>  | << >>       |
|                               | Contractor        | << >>  | << >>       |
|                               | Contractor        | << >>  | << >>       |
|                               | Contractor        | << >>  | << >>       |
|                               | Client/Contractor | << >>  | << >>       |
| Acceptance and final delivery | Client/Contractor | << >>  | << >>       |

### 3.2 Testing Procedures

### 3.3 Location of Work Facilities

3.3.1 Unless circumstances require otherwise, Civic shall undertake most of the work at its

regular place of business located at <<Insert Address>>.

3.3.2 Where necessary and by mutual agreement, the Client shall provide Civic with office space, equipment and support at its regular place of business located at <<Insert Address>>.

### 3.4 Progress Reports

Upon reasonable request by the Client, representatives of the parties shall meet for a formal progress presentation during which Civic shall describe the status of the work required under the Work Statement. Such presentation shall provide projections of the time of completion, the status of Civic's services and Deliverables, address any problems that have come to Civic's attention, and put forward Civic's views as to how such problems may be resolved.

## 4. TERM

4.1 The term of this Work Statement shall commence on the date of execution and shall continue until the services described herein are completed, unless this Work Statement is terminated in accordance with the Master Agreement.

## 5. AFFILIATES AND SUBCONTRACTORS

5.1 the Client agrees that Civic may use the services of [its Affiliates] [specify specific Sub-contractor] to fulfil Civic's obligations under this Work Statement. Any [such Affiliates] shall be bound by all the terms and conditions of, and be entitled to all rights and protections afforded under, the Master Agreement and this Work Statement. Any Sub-contractors or consultants (other than Civic's Affiliates) that will be used by Civic in performing the Services are listed below:

<<Insert Details>>

## 6. AMENDMENTS

6.1 No modification, amendment, or waiver of this Work Statement shall be effective unless it is in the form of a Change Order.

## 7. CURRENCY EXCHANGE

7.1 The currency to be used for invoice and payment shall be GBP. If Civic incurs expenses or Pass-through Costs in a foreign currency, then the Client shall reimburse Civic for Civic's actual costs, in GBP, to pay those expenses and Pass-through Costs. the Client acknowledges that, due to fluctuations in currency exchange rates, Civic's actual costs for such expenses and Pass-through Costs may be greater or lesser than the budgeted or estimated amounts contained in this Work Statement. In addition, if this Work Statement involves performance of Services in countries other than the United Kingdom, Civic's Budget for those Services will be based on the local rates in the local currency of those countries, as converted to GBP. Civic reserves the right to pass on full exchange rate variation for these local currencies as defined by Civic's bank.

7.2 Any resulting decrease in costs will be credited to the Client and any resulting increase in costs will be invoiced to the Client.

***8. If there is any conflict or inconsistency between the terms of this Work Statement and the Master Agreement, the terms of the Master Agreement shall have precedence.***

***9. This Work Statement forms part of the Master Agreement.***

ACKNOWLEDGED, ACCEPTED AND AGREED TO:

Civic Computing Limited

The Client

By: /

By: /

Name:

Name:

Title:

Title:

Date:

Date:



Place of Signing :

Place of Signing :

Witness Signature:

Witness Signature:

Witness Full Name:

Witness Full Name:

Witness Address:

Witness Address:

## Part 2

Schedule of Rates

*Civic Consultancy Ltd*

Day rate for £ [ ] exclusive of VAT

## Part 3

### SaaS Terms

## *Civic® Services Agreement with you “the Customer”*

The Agreement is between **CIVIC COMPUTING LIMITED**, a company incorporated in Scotland (Registered number SC221925) and having its Registered Office at 12 South Charlotte Street, Edinburgh, EH2 4AX (“Civic”) and you, (“**the Customer**”).

If the Customer does not agree to be bound by these Terms and Conditions (“**Terms and Conditions**”), the Customer cannot order or use any Subscription Services or any Professional Services. The Customer

must be at least 18 years old to order Subscription Services. The person entering into the Agreement on behalf of the Customer warrants that he/she/they has/have the authority of the Customer to enter into the Agreement on the Customer's behalf.

Civic's issue of an Order Form to the Customer constitutes a contractual offer and the Customer's signing/acceptance of the Agreement and acceptance/signing of an Order Form will conclude the contract between Civic and the Customer relating to the Subscription Services and Professional Services listed in the Order Form. All Order Forms will be deemed to be subject to and include these Terms and Conditions.

The contract ("**Agreement**") between the Customer and Civic will comprise:

1. the Order Form(s);
2. the Terms and Conditions;
3. the Privacy Policy; and
4. the SLA.

If there is any conflict between the terms of an Order Form and these Terms and Conditions, then the terms of the Order Form will prevail.

The elements of the Agreement will have precedence as follows:

1. Order Form (s) (in reverse chronological order);
2. Terms and Conditions;
3. Privacy Policy;
4. SLA.

## **PART ONE – SUBSCRIPTION SERVICES.**

### 1. Grant of Licence.

Civic grants to the Customer a non-exclusive, royalty based (i.e. the fees specified in the Order Form), non-sublicensable, term licence to Use the Subscription Services for the Customer's internal business purposes for the Subscription Term, subject to the following conditions:

1.1. The Subscription Services are located on the Platform. Civic has full administrative access rights to the Platform. Users may access the Subscription Services but have no right to administer the Platform or receive a copy of the object code or source code to the Software.

1.2. Users must have a reasonable speed Internet connection, and Local Equipment that is compatible with the Subscription Services, as set out in the Documentation. None of these things are Civic's responsibility.

1.3. Civic may periodically Upgrade and Update the Services, in order to provide Users with a greater, evolving user experience. Some of these changes shall occur automatically, while others may require the Customer to schedule and implement the changes. The changes may also mean that Users need to upgrade their Local Equipment in order to make efficient use of the Subscription Services. Civic shall provide the Customer with reasonable notification in advance in this case.

1.4. Civic has all required distribution rights to the Intellectual Property in the Software and the Documentation.



1.5. Neither party shall be under any liability to the other in respect of anything which, apart from this provision, may constitute breach of the Agreement arising by reason of Force Majeure.

## 2. Conditions of Use.

**The Subscription Services provided to the Customer are non-exclusive, non-transferable and are for the Customer's internal business use only. The Customer's right to use the Subscription Services is subject to the following conditions:-**

The Customer shall not:

- 2.1. subject to Clause 20.4 of the Terms and Conditions, transfer to any other person any of its rights to use the Subscription Services;
- 2.2. sell, license, rent or lease the Subscription Services except as provided for in the Agreement;
- 2.3. make the Subscription Services available to anyone who is not a User;
- 2.4. create any derivative works based upon the Subscription Services or Documentation;
- 2.5. copy any feature, design or graphic in, or reverse engineer the Software (including without prejudice to the foregoing generality the graphical user interface and/or menu command hierarchy);
- 2.6. access the Subscription Services (i) in order to build a competitive solution or to assist someone else to build a competitive solution; or (ii) if the User is an employee or contractor of a Civic competitor;
- 2.7. use the Subscription Services in a way that violates any criminal or civil law;
- 2.8. load test the Subscription Services in order to test scalability; or,
- 2.9. exceed any usage limits listed on the applicable Order Form.

## 3. User Content/Security

3.1. Users provide all data for use in the Subscription Services, and Civic is not obliged to modify or add to User Content except as specified in Clause 4. The Customer is solely responsible for User Content and the accuracy of User Content.

3.2. User Content belongs to Users or their licensors, and Civic makes no claim to any right of ownership in User Content except as specifically provided herein.

3.3. Civic shall keep User Content confidential in accordance with Clause 16 of the Terms and Conditions.

3.4. Subject to the terms of Clauses 4 and 23, Civic shall only be entitled to use User Content strictly as necessary to carry out its obligations under the Agreement, and for no other purpose. However, Civic:

- 3.4.1. may observe and report back to the Customer on the Customer's and its clients' usage of

the Subscription Services, and make recommendations for improved usage of the Subscription Services;

3.4.2. may identify trends and publish reports on its findings from data aggregated from the User Site(s) provided such reports do not identify the Users and otherwise anonymise the data and comply with the principles of terms of Clause 16 (Confidentiality); and,

3.4.3. shall use reasonable endeavours to ensure that the data centre containing the User Content complies with ISO 27001.

3.5. Civic shall, in providing the Subscription Services, comply with the Privacy Legislation and in accordance with its Privacy Policy and Clauses 21 and 22 of the Terms and Conditions. For the purposes of the Legislation (except in the case of Data Sharing in terms of Clause 22), Civic will be a Data Processor and the Customer will be the Data Controller of User Content. This clause is in addition to, and does not relieve, remove or replace, Civic's obligations or rights under the Privacy Legislation.

3.6. Sharing of login/account details is not permitted unless expressly authorised in writing by Civic. Users must keep login/account details confidential and Users should not reveal their username or password to any unauthorised third parties. Civic accepts no liability for any losses or damages incurred as a result of account details being shared in breach of the terms of the Agreement. It is recommended that Users do not save login/account details in their internet browser.

3.7. Passwords must be robust and difficult to break.

3.8. Industry Best Practice security recommendations should be implemented at all times, such as (a) maintaining a recognised Cyber Essentials Certification IT systems such as <https://www.cyberessentials.ncsc.gov.uk>; (b) Always implementing strong, robust, difficult to break passwords, that are changed on a regular basis; (c) that Users do not save login/account details in their internet browser; and (d) implementing two factor authentication at each endpoint.

3.9. Whereas as part of the Subscription Services, Civic may host email accounts or other online communications infrastructure or subscription accounts (including the Civic subscription itself) for Users, Civic accepts no responsibility and shall not be liable for third parties accessing such email, online communications accounts or subscription accounts by way of breaking or hacking passwords. It is the responsibility of Users to ensure that all email, online communications accounts and subscription accounts are properly protected with robust passwords. The terms of Clause 4 apply to the use of any such email, online communications accounts and subscription accounts.

## 4. Acceptable Usage Policy

4.1. Without prejudice to the generality of Clause 2.7, when using the Subscription Services; Users should do so in accordance with the following rules:

4.1.1. Users must not use obscene or vulgar language;

4.1.2. User Sites may not contain any material that is unlawful or otherwise objectionable (including that which may be in breach of rules, regulations or legislation in force in the United Kingdom or any other jurisdiction in which the Customer's User Site can be lawfully accessed. This does not extend to material which may be automatically blocked in certain jurisdictions but that is lawful in the Customer's home country);

4.1.3. User Sites may not contain any material that is intended to promote or incite violence or any other unlawful conduct against any group, individual or animal. This includes, but is not limited to, the

provision of instructions on how to assemble weapons of any kind, bombs, grenades or other explosive devices;

4.1.4. User Sites may not infringe the Intellectual Property rights of any third party including, but not limited to, copyright, trademarks, patents and designs;

4.1.5. User Sites may not contain any material that may contain viruses or other software or instructions that may damage or disrupt other software, computer hardware or communications networks; and

4.1.6. User Sites may not be used for unauthorised mass-communications such as “spam” or “junk mail”.

4.2. Civic does not screen or pre-approve any User Site or User Content (although Users acknowledge that Civic may do so if it wishes).

4.3. Civic may edit a User Site to comply with the provisions of sub-Clause 4.1 without prior consultation. In cases of severe breaches of the provisions of sub-Clause 4.1, a User Site may be taken down and the relevant account may be suspended or terminated. The Customer will not be informed in writing of the reasons for such alterations or take downs.

4.4. Civic accepts no responsibility or liability for any infringement of third-party rights by User Sites.

4.5. Civic will not be liable in any way or under any circumstances for any loss or damage that any User may incur as a result of such User Sites, or Civic exercising its rights under the Agreement, nor for any errors or omissions in User Sites. Use of and reliance upon User Sites is entirely at the Customer's own risk.

4.6. The Customer acknowledges that Civic may retain copies of any and all communications, information, User Content and User Sites sent to Civic.

4.7. Users must comply with the terms of the Privacy Legislation at all times.

4.8. Users who are the Customer's employees and consultants and other third parties must enter into the EULA.

## 5. Intellectual Property

5.1. Subject to the exceptions in Clause 6 of the Terms and Conditions, all Content, that is not User Content, and the Database and the Software and the Documentation are the property of Civic, or Civic's Affiliates or licensors. By continuing to use the Subscription Services the Customer acknowledges that such material is protected by applicable United Kingdom and international Intellectual Property and other laws.

5.2. The Customer may print, reproduce, copy, distribute, store or in any other fashion re-use Content from the Subscription Services for personal or educational purposes only unless otherwise given Civic's express written permission to do so. Specifically, the Customer agrees that it will not systematically copy Content from the Subscription Services with a view to creating or compiling any form of comprehensive collection, compilation, directory or database unless given Civic's express written permission to do so.

5.3. In the event that new inventions, designs or processes evolve in performance of or as a result of

the Agreement, the Customer acknowledges that the same shall be the property of Civic unless otherwise agreed in writing by Civic.

5.4. Any trade mark, trade name or logo such as “Powered by Civic” appearing on or in the Software is the property of Civic and must not be copied, obscured or removed from the Software.

## *6. User Site Intellectual Property*

6.1. The Intellectual Property rights subsisting in the User Content of User Sites belong to the User to which that/those User Site(s) pertain unless it is expressly stated otherwise in the Agreement.

6.2. Where expressly indicated, certain Content available through User Sites and the Intellectual Property rights subsisting therein belongs to third parties.

6.3. The third party Content described in this Clause 6, unless expressly stated to be so, is not covered by any permission granted by Clause 5 of the Terms and Conditions to use Content.

6.4. For the avoidance of doubt, the Database (excluding the User Content therein) shall not be considered User Content.

## *7. Third Party Intellectual Property*

7.1. Unless otherwise expressly indicated, all Intellectual Property rights including, but not limited to, copyright and trademarks, in Content belong to the manufacturers or distributors of such Content as may be applicable.

7.2. Subject to Clause 5 the Customer may not reproduce, copy, distribute, store or in any other fashion re-use Content unless otherwise indicated on the Subscription Services or the Documentation or unless given express written permission to do so by the relevant manufacturer or supplier.

## *8. Subscription Services Warranties*

8.1. Civic warrants that: (i) the Subscription Services will function substantially as described in the Documentation; and (ii) Civic owns or otherwise has the right to provide the Subscription Services to the Customer under the Agreement. The remedies set out in this Clause 8 are the Customer's exclusive remedies for breach of either warranty.

8.2. If the Subscription Services do not function substantially in accordance with the Documentation, Civic shall, at its option, either (i) modify the Subscription Services to conform to the Documentation; or (ii) provide a workaround solution that will reasonably meet the Customer's requirements. If neither of these options are commercially feasible, either party may terminate the relevant Order Form under the Agreement, in which case Civic shall refund to the Customer all fees pre-paid to Civic under the relevant Order Form for unused Subscription Services.

8.3. If the normal operation, possession or use of the Subscription Services by the Customer is found to infringe any third party Intellectual Property right or Civic believes that this is likely, Civic shall, at its option, either (i) obtain a license from such third party for the benefit of the Customer; (ii) modify the Subscription Services so that they no longer infringe; or (iii) if neither of these options are commercially feasible, terminate the relevant Order Form under the Agreement, in which case Civic shall refund to the Customer all fees pre-paid to Civic under the relevant Order Form for unused Subscription Services.

8.4. However, Civic has no warranty obligations for:

8.4.1. the extent that Software has been modified by the Customer or any third party, unless the modification has been approved in writing by Civic; or,

8.4.2. problems in the Subscription Services caused by any Third-Party Software or hardware, by accidental damage or by other matters beyond Civic's reasonable control.

## ***PART TWO – PROFESSIONAL SERVICES.***

### **9. Professional Services Warranties.**

9.1. Civic warrants that (i) the Professional Services shall substantially conform to the applicable Order Form; and (ii) the Professional Services shall be performed with reasonable skill and care. The remedies set out in this Clause 9 are the Customer's exclusive remedies for breach of either warranty. If the Professional Services do not conform to the Order Form or are not performed with reasonable skill and care, Civic shall re-perform the Professional Services to the extent necessary to correct the defective performance.

9.2. Civic shall comply with the terms of the SLA (or as amended in an Order Form) at all times. The terms of Clause 9.1 shall apply to the SLA.

## ***10. The Customer's Responsibilities.***

The Customer shall provide Civic with all information, access, and full good faith cooperation reasonably necessary to enable Civic to deliver the Professional Services and shall do anything that is identified in the Order Form as the Customer's responsibility. If the Customer fails to do this, Civic shall be relieved of its obligations to the extent that the obligations are dependent upon the Customer's performance.

## ***PART THREE – GENERAL.***

### **11. Term of Agreement.**

The Agreement starts on the date that both parties sign an Order Form for the relevant services and ends when Civic no longer is obliged to provide the Customer with Subscription Services or Professional Services under any Order Form.

### **12. Payments.**

12.1. The Customer shall pay the fees listed in, and in accordance with, the relevant Order Form.

12.2. If the Customer initially purchases Subscription Services for a term, and subsequently orders an additional product, the purchase price for the additional product shall be pro-rated so that the added subscriptions terminate on the same day as the initial Subscription Term (unless specified otherwise in the relevant Order Form).

12.3. The fees for the Initial Subscription Term (stated in the first Order Form) will be as specified in the first Order Form. Civic reserves the right to change fees from time to time and any such changes may affect the Customer's recurring fees after the Initial Subscription Term. Increases in price will be reflected in the Customer's recurring fees for the Services.

## *13. Termination and Suspension.*

13.1. Either party may terminate rights granted to the other under a particular Order Form at any time after expiry of the Subscription Term and provided all outstanding fees have been paid to the party providing the services by providing 30 days' prior written notice to the other party.

13.2. Either party may terminate the Agreement, or any rights granted under a particular Order Form with immediate effect if:

13.2.1. the other party commits a material breach of any term of the Agreement or any Order Form which is irremediable or (if such breach is remediable) fails to remedy that breach within a period of 30 days after being notified in writing to do so; or

13.2.2. the other party is unable to pay its debts and/or ceases to trade and/or suffers an Insolvency Event.

13.3. Sections 2.4, 2.5, 3.3, 4, 5, 6, 7, 8, 11, 13, 14, 15, 16, 17, 18, 20, 21, 22, 23, 24 and 25 shall continue after the Agreement ends.

13.4. If Civic terminates an Order Form under the Agreement because of non-payment by the Customer, all unpaid fees for the remainder of the Subscription Term immediately fall due for payment.

13.5. Upon termination of the Agreement or any Order Form for any reason:

13.5.1. (except in the case of termination due to the Customer's material breach of the Agreement), the Customer will be given restricted access to the Subscription Services for a period of ten days in which to recover their User Content. Civic can provide a User Content recovery service to the Customer, should they wish to use it. Civic reserves the right to charge for this service; and

13.5.2. each party shall immediately pay to the other all of that party's unpaid invoices and interest at the rate specified in the relevant Order Form, for any services for which no invoice has been raised and any work in progress. Each party shall invoice the other and the invoice shall be payable immediately on receipt.

13.6. Termination of the Agreement or any Order Form shall not affect any of the parties' rights and remedies that have accrued as at termination, including the right to claim damages (subject to the limitations contained herein) in respect of any breach of the Agreement or any Order Form that existed at or before the date of termination.

13.7. Civic may retain User Content in backup media for an additional period of up to one year after

the date of termination of the Agreement, or longer if required by law, provided it makes no further use of such User Content (except as provided for herein or as is required by law), keeps the User Content confidential in accordance with Clause 16, and supplies the Customer with a copy of the most recent back-up of the User Content within 30 days of the Customer's request (at the Customer's cost).

## *14. Warranty Disclaimer.*

14.1. Except as expressly provided in the Agreement, the Subscription Services, Software and Professional Services are provided with no other warranties of any kind, and Civic disclaims all other warranties, express or implied, including without limitation any warranty of merchantability or fitness for a particular purpose. Civic does not warrant that the use of the Subscription Services shall be uninterrupted or error-free.

## *15. Limitation of Liability.*

15.1. Neither party shall be liable under the Agreement for any indirect, special, incidental, punitive or consequential damages (including without limitation damages for loss of goodwill, work stoppage, computer failure or malfunction, lost or corrupted data, lost profits, lost business or lost opportunity), or any other similar damages under any theory of liability (whether in contract, tort/delict, strict liability or any other theory), even if the other party has been informed of this possibility. The Customer assumes all responsibility for the selection of the Subscription Services, Software and Documentation necessary to achieve the Customer's intended results, and for the use and results of the Subscription Services or work product. Each party's total liability for any direct loss, cost, claim or damages of any kind related to the Agreement or the relevant Order Form shall not exceed the amount of the fees paid or payable by the relevant party under such relevant Order Form during the period of 12 months before the event giving rise to such loss, cost, claim or damages. However, there is no limitation on direct loss, claim or damages arising as a result of an infringement of either party's Intellectual Property rights by the other party, or a breach of Clause 16 or Clauses 21 and 22 of the Agreement by the other party.

15.2. Civic's liability under the Agreement (except where provided otherwise in the Agreement to a lesser extent) shall be limited to the amount of professional indemnity insurance underwritten in the name of Civic which shall be £1,000,000. This limitation shall not apply to a breach of Clauses 21 or 22.

## *16. Confidentiality*

16.1. Each party may be given access to Confidential Information from the other party in order to perform its obligations under the Agreement and any Order Form. A party's Confidential Information shall not be deemed to include information that (i) is now, or subsequently becomes, through no act or failure to act on the part of receiving party (the "Receiver"), generally known or available; (ii) is known by the Receiver at the time of receiving such information, as evidenced by the Receiver's records; (iii) is subsequently provided to the Receiver by a third party, as a matter of right and without restriction on disclosure; or (iv) is required to be disclosed by law, provided that the party to whom the information belongs is given prior written notice of any such proposed disclosure.



16.2. Subject to clause 16.4, each party shall hold the other's Confidential Information in confidence and not make the other's Confidential Information available to any third party (other than to a consultant or a Sub-contractor for the purposes of the Agreement and which consultant or Sub-contractor shall have entered into undertakings of confidentiality in relation to the Confidential Information on terms no less onerous than those contained in this Clause 16), or use the other's Confidential Information for any purpose other than to carry out its obligations under the Agreement.

16.3. Each party shall take all reasonable steps to ensure that the other's Confidential Information to which it has access is not disclosed or distributed by its employees or agents in violation of the terms of the Agreement.

16.4. A party may disclose Confidential Information to the extent such Confidential Information is required to be disclosed by law, by any governmental or other regulatory authority or by a court or other authority of a competent jurisdiction, provided that, to the extent it is legally permitted to do so, it gives the other party as much notice of such disclosure as possible and, where notice of disclosure is not prohibited and is given in accordance with this clause 16.4, it takes into account the reasonable requests of the other party in relation to the content of such disclosure.

16.5. No party shall make, or permit any person to make, any public announcement concerning the Agreement without the prior written consent of the other parties (such consent not to be unreasonably withheld or delayed), except as required by law, any governmental or regulatory authority (including without limitation, any relevant securities exchange), any court or other authority of competent jurisdiction.

16.6. This clause 16 shall survive termination of the Agreement or any Order Form, howsoever arising.

## *17. Indemnification by Civic.*

17.1. Civic shall indemnify and hold harmless the Customer its clients, its Affiliates, directors and employees from any damages finally awarded against the Customer (including, without limitation, reasonable costs and legal fees incurred by the Customer) arising out of any third party suit, claim or other legal action alleging that the use of the Subscription Services or Documentation by the Customer (other than User Content – see Clauses 4 and 18) infringes the Intellectual Property of any third party, ("Legal Action"). Civic shall provide reasonable assistance in the defence of such Legal Action.

17.2. However, Civic shall have no indemnification obligations for any Legal Action arising out of: (i) a combination of the Subscription Services and/or Software with software or products not supplied, or approved in writing by Civic; (ii) any repair, adjustment, modification or alteration to the Subscription Services by the Customer or any third party, unless approved in writing by Civic; or (iii) any refusal by the Customer to install and use a non-infringing version of the Subscription Services offered by Civic under Clause 8.2(ii). Clause 8.2(ii) and this Clause 17 state the entire liability of Civic with respect to any Intellectual Property infringement by the Subscription Services or Software or Documentation.

17.3. The Customer shall give written notice to Civic of any Legal Action no later than 30 days after first receiving notice of a Legal Action, and shall give copies to Civic of all communications, notices and/or other actions relating to the Legal Action. The Customer shall give Civic the sole control of the defence of any Legal Action, shall act in accordance with the reasonable instructions of Civic and shall give Civic such assistance as Civic reasonably requests to defend or settle such claim. Civic shall conduct its defence at all times in a manner that is not adverse to the Customer's interests. The Customer may employ its own counsel to assist it with respect to any such claim. The Customer shall bear all costs of engaging its own counsel, unless engagement of counsel is necessary because of a conflict of interest with Civic or its counsel, or because Civic fails to assume control of the defence. The Customer shall not



settle or compromise any Legal Action without Civic's express written consent. Civic shall be relieved of its indemnification obligation under Clause 17 if the Customer materially fails to comply with Clause 17.3.

## *18. Indemnification by the Customer*

18.1. The Customer shall indemnify and hold harmless Civic, its Affiliates, directors, and employees from any damages finally awarded against Civic (including, without limitation, reasonable costs and legal fees incurred by Civic) arising out of any third party suit, claim or other legal action (including but not limited to any governmental investigations, complaints and actions) in connection with the User Content, including, without limitation, any action for infringement of any trademark, copyright, trade secret, right of publicity or privacy (including defamation), patent or other proprietary right with respect to the User Content ("Legal Claim").

18.2. Civic shall give written notice to the Customer of any Legal Claim no later than 30 days after first receiving notice of a Legal Claim and shall give copies to the Customer of all communications, notices and/or other actions relating to the Legal Claim. Civic shall give the Customer the sole control of the defence of any Legal Claim, shall act in accordance with the reasonable instructions of the Customer and shall give the Customer such assistance as the Customer reasonably requests to defend or settle such claim. The Customer shall conduct its defence at all times in a manner which is not adverse to Civic's interests. Civic may employ its own counsel to assist it with respect to any such claim. Civic shall bear all costs of engaging its own counsel, unless engagement of counsel is necessary because of a conflict of interest with the Customer or its counsel, or because the Customer fails to assume control of the defence. Civic shall not settle or compromise any Legal Claim without the Customer's express written consent. The Customer shall be relieved of its indemnification obligation under Clause 18 if Civic materially fails to comply with Clause 18.2.

## *19. Publicity.*

Civic may list the Customer as a customer and use the Customer's logo on Civic's website, on publicly available Customer lists, and in media releases with the Customer's consent, such consent not to be unreasonably withheld.

## *20. Miscellaneous.*

20.1. The Agreement represents the entire express agreement of the parties, and supersedes any prior or current agreements or understandings, whether written or oral. If there is a conflict between the Agreement and an Order Form, the Order Form shall prevail.

20.2. The Agreement may not be changed or any part waived except by written agreement between the parties.

20.3. The Agreement shall be governed by the laws of Scotland. The parties consent to the exercise of exclusive jurisdiction of the Scottish courts.

20.4. Neither party shall assign or otherwise transfer any of its rights or obligations under the Agreement without the prior written consent of the other party.

20.5. The language of the Agreement shall be English.

20.6. The time zone of the Agreement shall be Greenwich Mean Time.

## ***21. Data Processing.***

21.1. Both parties will comply with all applicable requirements of the Privacy Legislation. This Clause 21 is in addition to, and does not relieve, remove or replace a party's obligations or rights under the Privacy Legislation.

21.2. The provisions of the Agreement shall apply to the processing of the Personal Data carried out for the Customer by Civic, and to all Personal Data held by Civic in relation to all such processing whether such Personal Data is held at the date of the Agreement or received afterwards.

21.3. The Agreement shall continue in full force and effect for so long as Civic is processing Personal Data on behalf of the Customer.

21.4. Civic is only to process the Personal Data received from the Customer:

21.4.1. for the purposes of the Agreement and not for any other purpose;

21.4.2. to the extent and in such a manner as is necessary for those purposes; and

21.4.3. strictly in accordance with the Agreement or otherwise with the express written authorisation and instructions of the Customer (which may be specific instructions or instructions of a general nature or as otherwise notified by the Customer to Civic).

21.5. Schedule 1 sets out the scope, nature and purpose of processing by Civic, the duration of processing and the types of Personal Data and categories of data subject.

21.6. All instructions given by the Customer to Civic shall be made in writing and shall at all times be in compliance with the Privacy Legislation and other applicable laws. Civic shall act only on such written instructions from the Customer unless Civic is required by law to do otherwise (as per Article 29 of the UK GDPR).

21.7. Civic shall promptly assist the Customer (where the Customer cannot do this itself via the Subscription Services) in complying with a legitimate data subject request to amend, transfer, delete, or otherwise dispose of Personal Data. Where permitted to do so by law, Civic may charge a reasonable fee for providing such assistance.

21.8. Both Parties shall comply at all times with the Privacy Legislation and other applicable laws and shall not perform their obligations under the Agreement or any other agreement or arrangement between themselves in such way as to cause either party to breach any of its applicable obligations under the Privacy Legislation.

21.9. The Customer hereby warrants, represents, and undertakes that the Personal Data shall comply with the Privacy Legislation in all respects including, but not limited to, its collection, holding, and processing.

21.10. Civic agrees to comply with any reasonable measures required by the Customer to ensure that its obligations under the Agreement are satisfactorily performed in accordance with any and all applicable legislation from time to time in force (including, but not limited to, the UK GDPR) and any best practice guidance issued by the ICO.

21.11. Civic shall provide all reasonable assistance (at the Customer's cost) to the Customer in complying with its obligations under the Privacy Legislation with respect to the security of processing, the notification of Personal Data breaches, the conduct of data protection impact assessments, and in dealings with the ICO.

21.12. When processing the Personal Data on behalf of the Customer, Civic shall:

21.12.1. not process the Personal Data outside the European Economic Area (all EU member states, plus Iceland, Liechtenstein, and Norway) ("EEA") other than the United Kingdom (which shall be permitted) without the prior written consent of the Customer and, where the Customer consents to such a transfer to a country that is outside of the EEA, to comply with the obligations of Data Processors under the provisions applicable to transfers of Personal Data to third countries set out in Chapter 5 of the UK GDPR by providing an adequate level of protection to any Personal Data that is transferred and providing appropriate safeguards in relation to the transfer;

21.12.2. not transfer any of the Personal Data to any third party without entering into a suitable agreement, as set out in Clause 21.21;

21.12.3. process the Personal Data only to the extent, and in such manner, as is necessary in order to comply with its obligations to the Customer or as may be required by law (in which case, Civic shall inform the Customer of the legal requirement in question before processing the Personal Data for that purpose unless prohibited from doing so by law);

21.12.4. implement appropriate technical and organisational measures, and take all steps necessary to protect the Personal Data against unauthorised or unlawful processing, accidental loss, destruction, damage, alteration, or disclosure;

21.12.5. make available to the Customer any and all such information as is reasonably required and necessary to demonstrate Civic's compliance with the Privacy Legislation; and

21.12.6. inform the Customer immediately if it is asked to do anything that infringes the UK GDPR or the Privacy Legislation.

21.13. Civic shall, at the Customer's cost, assist the Customer in complying with its obligations under the Privacy Legislation. In particular, the following shall apply to data subject access requests, complaints, and data breaches.

21.14. Civic shall notify the Customer without undue delay if it receives:

21.14.1. a subject access request from a data subject; or

21.14.2. any other complaint or request relating to the processing of the Personal Data.

21.15. Civic shall, at the Customer's cost, cooperate fully with the Customer and assist as required in relation to any subject access request, complaint, or other request, including by:

21.15.1. providing the Customer with full details of the complaint or request;

21.15.2. providing the necessary information and assistance in order to comply with a subject access request;

21.15.3. providing the Customer with any Personal Data it holds in relation to a data subject (within the timescales required by the Customer); and

21.15.4. providing the Customer with any other information requested by the Customer.

21.16. Civic shall notify the Customer immediately if it becomes aware of any form of Personal Data breach, including any unauthorised or unlawful processing, loss of, damage to, or destruction of any of the Personal Data.

21.17. The Customer shall be liable for, and shall indemnify (and keep indemnified) Civic in respect of any and all action, proceeding, liability, cost, claim, loss, expense (including reasonable legal fees and payments on a solicitor and client basis), or demand suffered or incurred by, awarded against, or agreed to be paid by, Civic and any Sub-Processor arising directly or in connection with:

21.17.1. any non-compliance by the Customer with the Privacy Legislation or other applicable legislation;

21.17.2. any Personal Data processing carried out by Civic or Sub-Processor in accordance with instructions given by the Customer that infringe the Privacy Legislation or other applicable legislation; or

21.17.3. any breach by the Customer of its obligations under the Agreement, except to the extent that Civic or a Sub-Processor is liable under sub-Clause 21.18.

21.18. Civic shall be liable for, and shall indemnify (and keep indemnified) the Customer in respect of any and all action, proceeding, liability, cost, claim, loss, expense (including reasonable legal fees and payments on a solicitor and client basis), or demand suffered or incurred by, awarded against, or agreed to be paid by, the Customer arising directly or in connection with Civic's Personal Data processing activities that are subject to the Agreement:

21.18.1. only to the extent that the same results from Civic's or a Sub-Processor's breach of the Agreement; and

21.18.2. not to the extent that the same is or are contributed to by any breach of the Agreement by the Customer.

21.19. The Customer shall not be entitled to claim back from Civic or a Sub-Processor any sums paid in compensation by the Customer in respect of any damage to the extent that the Customer is liable to indemnify Civic or Sub-Processor under sub-Clause 21.17.

21.20. Nothing in the Agreement (and in particular, this Clause 21) shall relieve either party of, or otherwise affect, the liability of either party to any data subject, or for any other breach of that party's direct obligations under the Privacy Legislation. Furthermore, Civic hereby acknowledges that it shall remain subject to the authority of the ICO and shall co-operate fully therewith, as required, and that failure to comply with its obligations as a Data Processor under the UK GDPR may render it subject to the fines, penalties, and compensation requirements set out in the Privacy Legislation.

21.21. In the event that Civic appoints a Sub-Processor, Civic shall:

21.21.1. enter into a Sub-Processing Agreement with the Sub-Processor which shall impose upon the Sub-Processor the same or similar obligations as are imposed upon Civic by the Agreement;

21.21.2. ensure that the Sub-Processor complies fully with its obligations under the Sub-Processing Agreement and the Privacy Legislation; and

21.21.3. remain fully liable to the Customer for performance of the Sub-Processor's obligations to the extent the Sub-Processor fails to fulfil their data protection obligations.

21.22. Except as provided otherwise herein, Civic shall, at the written direction of the Customer, delete or return Personal Data and copies thereof to the Customer on termination of the Agreement unless required by applicable law to store the Personal Data (and for these purposes the term “delete” shall mean to put such data beyond use).

21.23. Civic shall maintain complete and accurate records and information to demonstrate its compliance with this Clause 21 and immediately inform the Customer if, in the opinion of Civic, its instruction infringes the DPA or UK GDPR or applicable laws.

## 22. Data Sharing

22.1. In certain circumstances, Civic and a Customer may require to share data which includes Personal Data for example to improve and enhance User experience and (2) to perform and/or improve the Services and (3) to obtain relevant marketing, demographic, clinical and other appropriate information from Civic.

22.2. The parties shall not process the Shared Personal Data for any purpose or in any way that is incompatible with the Stated Purposes.

22.3. The Shared Personal Data shall be disclosed by one party to another only to the extent reasonably necessary for the Stated Purposes.

22.4. Each party shall appoint a data protection officer and/or at least one other of its representatives as a point of contact for all issues relating to the sharing of the Shared Personal Data and the UK GDPR (including, but not limited to, compliance, training, and the handling of Personal Data breaches).

22.5. Both parties shall at all times during the Subscription Term comply with their obligations as Data Controllers, the rights of data subjects, and all other applicable requirements under the UK GDPR. These Terms and Conditions are in addition to, and do not relieve, remove, or replace either party's obligations under the Privacy Legislation. Any material breach of the Privacy Legislation by either party shall, if not remedied within 14 days of written notice from the other party, give the other party grounds to terminate the Agreement with immediate effect.

22.6. The extent of the Shared Personal Data, including any applicable restrictions relating to will be agreed between the parties and set out in writing.

22.7. Each party shall ensure that the Shared Personal Data is accurate and up-to-date prior to its disclosure to the other party.

22.8. The parties shall use compatible technology for the processing of the Shared Personal Data in order to preserve accuracy.

22.9. Both parties shall at all times during the Term process the Shared Personal Data fairly and lawfully.

22.10. Both parties shall ensure that they have legitimate grounds for processing the Shared Personal Data under the Privacy Legislation.

22.11. Both parties shall ensure that they have in place all required notices and consents in order to enable the sharing of the Shared Personal Data under the Agreement. In particular, the parties shall ensure that data subjects are provided with clear and sufficient information about the following:

22.11.1. the purposes for which their Personal Data is to be processed;

22.11.2. the legal basis upon which it is relying for such purposes;

22.11.3. the fact that their Personal Data is to be transferred to a third party and sufficient detail about the transfer to enable the data subject to understand the purpose of the transfer and any risks associated therewith; and

22.11.4. in the event that their Personal Data is to be transferred outside of the United Kingdom or EEA, the fact that such a transfer is to take place and sufficient detail about the transfer to enable the data subject to understand the purpose of the transfer and any risks associated therewith; and

22.11.5. all other information required under Article 13 of the UK GDPR.

22.12. The parties shall assist one another in complying with their respective obligations and the rights of data subjects under the Privacy Legislation. Such assistance shall include, but not be limited to:

22.12.1. consulting with the other party with respect to information and notices provided to data subjects relating to the Shared Personal Data;

22.12.2. informing the other party about the receipt of data subject access requests and providing reasonable assistance in complying with the same;

22.12.3. not disclosing or otherwise releasing any Shared Personal Data in response to a data subject access request without prior consultation with the other party, whenever reasonably possible;

22.12.4. assisting the other party at the cost of the other party in responding to any other data subject request.

22.13. Each party shall maintain records of all data subject requests received, the decisions made in response, and any information provided to the data subject(s) concerned. Such records shall include copies of the request, details of any data accessed and shared, and, if applicable, details of any further correspondence, telephone conversations, or meetings relating to the request.

22.14. Each party shall hold and process the Shared Personal Data only for so long as is necessary for the fulfilment of the Stated Purposes.

22.15. In the event that any statutory or similar retention periods apply to any of the Shared Personal Data, the relevant Personal Data shall be retained by the relevant party in accordance therewith.

22.16. The parties shall delete (or otherwise dispose of) or at a party's option anonymise the Shared Personal Data (or the relevant part thereof) and any and all copies thereof or, on the written request of the other party, other than in the case of anonymised data, return it to the other disclosing party, subject to any legal requirement to retain any applicable Personal Data, in the following circumstances:

22.16.1. upon the termination or expiry of the Agreement; or

22.16.2. once the Stated Purposes have been fulfilled and it is no longer necessary to retain the Shared Personal Data (or the relevant part thereof) in light of the Stated Purposes;

whichever is earlier.

22.17. All Shared Personal Data to be deleted or disposed of or anonymised under the Agreement shall be deleted or disposed of using methods compliant with the Privacy Legislation.

22.18. Following the deletion and/or disposal or anonymisation of the Shared Personal Data (as



applicable), the party deleting or disposing of the data shall notify the other party of the same in writing, confirming that the Shared Personal Data has been deleted or disposed of or anonymised using methods compliant with the Privacy Legislation.

22.19. For the purposes of this Clause the transfer of Shared Personal Data shall refer to any sharing of the Shared Personal Data by a party with a third party. Such sharing shall include, but not be limited to, the appointment of a third-party Data Processor and sharing the Shared Personal Data with a third-party Data Controller.

22.20. In the event that a party wishes to appoint a third-party Data Processor, it shall remain liable to the other party for any acts and/or omissions of the third-party processor and it shall comply with Articles 28 and 30 of the UK GDPR.

22.21. Neither party shall transfer any of the Shared Personal Data outside of the United Kingdom or EEA unless:

22.21.1. that party complies with the provisions of Article 26 of the UK GDPR (where the third party is a joint controller); and

22.21.2. that party ensures that the transfer is to a country that the European Commission has determined (by means of an adequacy decision) offers an adequate level of data protection, pursuant to Article 45 of the UK GDPR; there are appropriate safeguards in place pursuant to Article 46 of the UK GDPR; or one of the derogations for specific situations set out in Article 49 of the UK GDPR applies.

22.22. A party shall transfer the Shared Personal Data to the other party using methods compliant with the GDPR.

22.23. Both parties shall ensure that they have in place appropriate technical and organisational measures as reviewed and approved by the other party, to protect against the unauthorised or unlawful processing of, and against the accidental loss or destruction of, or damage to, the Shared Personal Data, having regard to the state of technological development and the cost of implementing any such measures.

22.24. When putting appropriate technical and organisational measures in place, both parties shall ensure a level of security appropriate to the nature of the Shared Personal Data which is to be protected, and to the potential harm resulting from the unauthorised or unlawful processing of, the accidental loss or destruction of, or damage to, the Shared Personal Data.

22.25. All technical and organisational measures put in place by both parties shall be reviewed regularly by the respective party, updating such measures upon the agreement of the other party as appropriate throughout the Term of the Agreement.

22.26. Both parties shall ensure that any and all of their representatives by whom the Shared Personal Data is to be handled and processed are appropriately trained to do so in accordance with the Privacy Legislation and with the requisite technical and organisational measures.

22.27. The parties shall further ensure that any of their respective representatives to whom the Shared Personal Data is to be disclosed are subject to contractual obligations in relation to confidentiality and data protection that bind those Representatives and that are same as the obligations imposed upon the parties by the Agreement.

22.28. In the event of a dispute or claim brought by a data subject or the ICO concerning the processing of Shared Personal Data against either or both parties, the parties will inform each other about any such disputes or claims and will cooperate with a view to settling them amicably in a timely fashion.

22.29. The parties agree to respond to any generally available non-binding mediation procedure initiated by a data subject or by the supervisory authority. If they do participate in the proceedings, the

parties may elect to do so remotely (such as by telephone or other electronic means). The parties also agree to consider participating in any other arbitration, mediation, or other dispute resolution proceedings developed for data protection disputes.

## 23. Feedback and Modifications

23.1. The Customer hereby acknowledges that upon submitting Feedback to Civic, the Customer automatically grants to Civic a worldwide, perpetual, irrevocable, royalty free licence to use that Feedback in any way Civic deems appropriate including, but not limited to:

23.1.1. The use, publication, distribution, transmission, broadcasting, licensing, sub-licensing, leasing, lending and sale of the Feedback; and

23.1.2. The creation, use, publication, distribution, transmission, broadcasting, licensing, sub-licensing, leasing, lending and sale of any derivative works based upon the Feedback.

23.2. Civic's use of the Feedback shall not bestow any rights or interests upon the Customer whatsoever.

23.3. The Customer hereby acknowledges that any modifications made to the Software at the request or suggestion of the Customer will belong to and be the Intellectual Property of Civic.

## 24. AI/Machine Learning

24.1 The Services may incorporate AI Systems as detailed in the relevant Order Form, including the use of GPAI Models without Systemic Risk, to assist with the organisation of the User Content as specified in the relevant Order Form.

24.2 The GPAI Models utilised are closed loop architectures. Civic does not currently use any GPAI Models designated under applicable law as having Systemic Risk. If Civic introduces any new GPAI Models with Systemic Risk, it shall notify the Customer in advance. The GPAI Models utilised will be specified in the relevant Order Form.

24.3 Civic confirms that the Software incorporates AI Systems solely for functional purposes related to automation, optimisation, or content generation in connection with the Software's intended use.

24.4 Civic warrants that, as of the date of the Agreement, all AI Systems integrated into the Software comply with the requirements of the EU AI Act applicable to their classification, including transparency, documentation, and safety obligations.

24.5 Civic warrants that the Software:

24.5.1 does not perform any processing that constitutes a High-Risk Use under the EU AI Act;

24.5.2 does not make decisions, predictions, or recommendations that produce legal or similarly significant effects on individuals;

24.5.3 does not profile, evaluate, score, or categorise individuals for behavioural, biometric, or



other personal characteristics; and

24.5.4 does not engage in automated decision-making that affects individual rights or interests.

24.6 Civic further warrants that the Software does not use AI Systems to infer sensitive characteristics, to conduct biometric categorisation, emotion recognition, or any other prohibited AI practice under the EU AI Act.

## ***25. Change Orders.***

25.1. If the Customer wishes to amend the scope of an Order Form, the parties will use all reasonable endeavours to agree to a Change Order. Each Change Order shall detail the requested changes to the applicable task, responsibility, duty, budget, work programme or other matter. The Change Order will become effective upon the execution of the Change Order by both parties and will include a specified period of time (as agreed upon by the parties) within which Civic will implement the changes and any increase in price.

25.2. Both parties agree to act in good faith and promptly when considering a Change Order requested by the other party. Civic reserves the right to postpone effecting material changes in the scope of Professional Services until such time as the parties agree to and execute the corresponding Change Order.

## ***26. Entire Agreement***

The Agreement and each Order Form comprises the entire Agreement between the Parties and supersedes all previous agreements between the Parties. The Agreement can only be altered or amended by either an Order Form or a Change Order.

## ***PART FOUR – DEFINITIONS.***

### ***27. Glossary.***

27.1. “AI System” means any system that uses machine-based techniques to generate outputs such as predictions, content, recommendations, or decisions influencing physical or virtual environments, consistent with the definition of an AI system under the EU AI Act;

27.2. “Affiliate” means an entity which controls, is controlled by, or is under common control with, a party, and control means the ability to vote 50% or more of the voting securities of any entity or otherwise having the ability to influence and direct the policies and direction of an entity;

27.3 “Change Order” means a written statement signed by the parties recording any (a) change in

the details of an Order Form, or (b) change in the assumptions upon which the Order Form is based (including, but not limited to, changes in an agreed starting date for a Subscription or Professional Services or suspension of the services by the Customer or (c) any changes in the fees, costs and/or time lines;

27.4. "Confidential Information" means any information that is proprietary or confidential which either party directly or indirectly discloses, or makes available, to the other, including but not limited to, the existence and terms of the Agreement, all confidential or proprietary information relating to the business, affairs, operations, processes, product information, know-how, technical information, designs, trade secrets or software and/or Intellectual Property of the party disclosing such information;

27.5. "Content" means any text, graphics, images, audio, video, software, data compilations including, but not limited to, text, graphics, logos, icons, sound clips, video clips, data compilations, page layout, underlying code and software and any other form of information capable of being stored in a computer that appears on, is uploaded to or forms part of the Subscription Services or the Platform; BUT excluding User Content;

27.6. "Database" means the database stored on the Platform which contains inter alia User Content;

27.7. "Data Controller", "Data Processor", "Personal Data" "processing" and "data subject" shall have the meanings ascribed to them in the UK GDPR (Data Controller shall have the same meaning as "Controller" and Data Processor shall have the same meaning as "Processor" under the UK GDPR);

27.8. "DPA" means the Data Protection Act 2018 and any modification, amendment or re-enactment thereof;

27.9. "Documentation" means user documentation provided electronically by Civic for use with the Subscription Services, as periodically updated;

27.10. "EU AI Act" means the European Union's Artificial Intelligence Act - Regulation (EU) 2024/1689;

27.11. "EULA" means the End User Licence Agreement in the form set out in PART SEVEN of the Agreement;

27.12. "Feedback" means all comments, suggestions, requests, requirements, improvements, feedback, or other input the Customer and Users provide regarding any products or services owned or supplied by Civic or its Affiliates;

27.13. "Force Majeure", means circumstances beyond the control of Civic which shall include (but shall not be limited to) acts of God, perils of the sea or air, disease, epidemic or pandemic (whether naturally occurring or man-made), fire, flood, drought, explosion, sabotage, accident, embargo, riot, civil commotion, including acts of local government and parliamentary authority; inability to supply the Subscription Services and or the Professional Services, materials, breakdown of Local Equipment and labour disputes of whatever nature and for whatever cause arising including (but without prejudice to the generality of the foregoing) work to rule, overtime bars, strikes and lockouts and whether between either of the parties hereto and any or all of its employees and/or any other employer and any or all of its employees and/or between any two or more groups of employees (and whether of either of the parties hereto or any other employer);

27.14. "GDPR" means the General Data Protection Regulation (Regulation (EU) 2016/679);

27.15. "GPAI Model" means a "general-purpose AI model" as defined in the EU AI Act;

27.16. "ICO" means the UK's supervisory authority, the Information Commissioner's Office;

27.17. “Industry Best Practice” means the standard of care, attention, diligence, expertise, knowledge, methods and practice expected of a competent and experienced professional in the IT and Cyber Security profession;

27.18 “Initial Subscription Term” means the first Subscription Term specified in the first Order Form;

27.19. “Insolvency Event” means the other party (a) enters liquidation, or a winding up petition is presented against the company; (b) has a receiver, liquidator, administrator, trustee or an individual with a similar role appointed over any of its assets; (c) proposes to make any arrangements with its creditors or passes a resolution to place the company into liquidation; or (d) suffers an event which, under the law of a different country, is equivalent to any of the previously specified acts or events;

27.20. “Intellectual Property” means patents, trademarks, trade name, service mark, copyright, trade secrets, know-how, process, technology, development tool, ideas, concepts, design right, domain names, moral right, database right, methodology, algorithm and invention, and any other proprietary information (whether registered, unregistered, pending or applied for);

27.21. “Local Equipment” means the Customer or User’s own on-premise equipment including hardware and software environment which is used in connection with the Software Services, which comprise of, but is not limited to - server computers (whether virtual or not), Desktop PC’s, Laptops or any other portable device, storage systems and relative hardware, firmware, operating software, operating system software, networking software, database software, anti-virus and security software, switches, power supplies and telecommunications infrastructure, internet connection, broadband availability and infrastructure, routers, Printers, associated peripheral devices or accessories whether fixed or portable;

27.22. “Order Form” means a document provided by Civic and signed by the Customer that describes the Subscription Services and Professional Services being purchased and/or licensed by the Customer in terms of the Agreement and any additional conditions pertaining thereto substantially in the form comprising PART SIX of the Agreement;

27.23 “Platform” means the hardware and software environment in which the software element of the Subscription Services operates, which comprises one or more server computers (whether virtual or not), mirroring/duplicating/back-up and storage systems and relative hardware operating software, virtual machine software (where relevant), operating system software, database software, anti-virus and security software, switches, power supplies and telecommunications infrastructure;

27.24. “Privacy Legislation” means the GDPR as it applies to Personal Data of citizens of the European Union, the retained EU law version of the GDPR (the “UK GDPR”), as it forms part of the law of England and Wales, Scotland, and Northern Ireland by virtue of section 3 of the European Union (Withdrawal) Act 2018, the DPA, the Regulation of Investigatory Powers Act 2000, the Telecommunications (Lawful Business Practice) (Interception of Communications) Regulations 2000 (SI 2000/2699), the Privacy and Electronic Communications (EC Directive) Regulations 2003 (SI 2426/2003), the Online Safety Act 2023 and all applicable laws and regulations relating to the processing of personal data and privacy, including where applicable the guidance and codes of practice issued by the ICO (as amended or replaced from time to time);

27.25 “Privacy Policy” means Civic’s policy relating to User Content and compliance with (amongst others) the Privacy Legislation from time to time;

27.26. “Professional Services” means the training, consulting, development and other professional services identified on an Order Form but does not include the Subscription Services;

27.27 “Services” means the Professional Services and the Subscription Services as the case may be;

27.28. “Shared Personal Data” means the personal data and special category personal data to be

shared between Civic and the Customer under these Terms and Conditions;

27.29. “SLA” means a Service Level Agreement in the form set out in PART FIVE of the Agreement;

27.30. “Software” means Civic’s proprietary operating software and the Third-Party Software written in object and source code residing on and used for operating the Platform and the Subscription Services as Updated and Upgraded from time to time all as specified in the relevant Order Form;

27.31. “Stated Purposes” means the purposes agreed between Civic and a Customer in writing in terms of which Civic and a Customer will share Personal Data;

27.32. “Systemic Risk” means risks specifically associated with high-impact general-purpose GPAI Models that have a significant impact on the EU market (a model’s impact to extend beyond a single application, potentially affecting multiple sectors and individuals within the EU), due to their reach or potential negative effects on public health, safety, fundamental rights, or society. These risks are primarily linked to the broad societal impact of these powerful, versatile GPAI Models;

27.33. “Sub-Processor” means a sub-processor appointed by Civic to process the Personal Data;

27.34. “Sub-Processing Agreement” means an agreement between Civic and a Sub-Processor governing the Personal Data processing carried out by the Sub-Processor, as described in Clause 21;

27.35. “Subscription Services” means the hosted Customer experience solutions identified in an Order Form, and any modifications periodically made by Civic, but does not include the Professional Services;

27.36. “Subscription Term” means the period of time during which Civic is required to provide the Customer with the Subscription Services as specified in the relevant Order Form;

27.37. “Third-Party Software” means software other than the Software which belongs to third parties and in relation to which Civic has the right to grant sub-licenses;

27.38. “Update” means any update, update rollup, service pack, feature pack, critical update, security update, or hotfix that is used to improve or to fix a software product;

27.39. “Upgrade” means a software package that replaces an installed version of a product with a newer version of the same product, typically leaving existing customer data and preferences intact while replacing the existing software with the newer version;

27.40. “User” means the Customer and any of its employees, or a person to whom the Customer has outsourced services, that has permission to access the Subscription Services as a named user and is not employed by Civic and acting in the course of their employment;

27.41. “User Content” means any text, graphics, images, audio, video, software, data compilations and any other form of information capable of being stored in a computer that appears on, is uploaded to or forms part of a User Site or the Subscription Services and has been uploaded by a User;

27.42. “User Site” means a partition/tenancy/instance on the Platform created by Civic for the Customer and/or User or Users accessing the Subscription Services which shall contain User Content and shall be hosted on the Platform;

27.43. “Working Day” means any day (1) which is neither a Saturday or a Sunday or a public holiday in any part of the United Kingdom and (2) upon which the Bank of England is open for business.

## PART FIVE – SLA

### 1. Server availability Service Level Agreement (SLA)

This SLA is designed to ensure that Civic meets the needs of its Customers and it outlines what levels of service can be expected.

| Service Line                                                                | SLA                                | KPI (%) |
|-----------------------------------------------------------------------------|------------------------------------|---------|
| System Availability                                                         | To be made available to Users 24/7 | 99      |
| Support Hours: Civic will respond within defined service levels (see below) |                                    | 99      |
| Technical Support - Second Line                                             | Available 9.00am – 5.00pm GMT      | 99      |

### 2. Incident Resolution Targets

| Severity | Description                                                     | Response | Resolution            |
|----------|-----------------------------------------------------------------|----------|-----------------------|
| 2.1.     | Unplanned outage impacting multiple Users                       | 1hr      | <24 hrs               |
| 2.2.     | Outage / severe disruption to service for several Users         | 2hrs     | within 2 Working Days |
| 2.3.     | Reduced functionally causing disruption to business             | 4hrs     | within 3 Working Days |
| 2.4.     | Non-urgent / reduced functionality with low impact              | 8hrs     | within 5 Working Days |
| 2.5.     | On Demand Professional services requests for installations etc. | 8hrs     | Agree with Customer   |

Civic shall use reasonable endeavours to provide the helpdesk support services in accordance with these Service Levels and Response Times. These Response times refer only to the time within which Civic shall respond to a helpdesk support request. Civic gives no guarantee as to the time any given issue may take to resolve save that it hereby undertakes to use reasonable endeavours to resolve issues as quickly as is reasonably possible within the target resolution times specified in the table above.

### 3. Support provided under the Agreement shall include:

#### 3.1. Help Desk facilities.

3.1.1. Due to the close working relationship required during the proof of concept, Civic will appoint a dedicated account manager who will be the first and primary point of contact for all communications.

3.1.2. For software issues, the Customer can email to contact the Civic Help Desk which is available during normal business hours (Contracted Hours)

3.1.3. The Customer Contact must submit sufficient material and information to enable Civic support staff to duplicate the problem. A support technician will be assigned and will attempt to solve a

problem immediately, or as soon thereafter as possible. When appropriate, the support technician will give an estimate of how long it will take to resolve. The technician will do their best to keep the Customer advised on the progress of problem resolution.

3.1.4. The help desk includes an on-line Support facility: The Customer shall ensure the availability at its expense of compatible Local Equipment including software, hardware, communications infrastructure and provide adequate broadband facilities for on-line problem resolution. Civic will work with the Customer's hardware supplier where necessary to ensure that remote support facilities are setup according to requirements.

3.1.5. The help desk is strictly not a training facility. Its objective is to troubleshoot and resolve Software Operational Issues.

3.1.6. The help desk is not a hardware or Local Equipment IT support facility. Civic does not support or warrant the Customer's Local Equipment, or any other system or service that the Customer subscribes to. Its sole purpose is to support the Civic Software only. Anything else is strictly the Customer's responsibility.

3.1.7. Additional Service Levels: additional service levels shall be as follows:

3.1.7.1. Civic will maintain a help desk staffed by skilled, trained professionals.

3.1.7.2. The help desk is equipped with a purpose designed management system that allows Customer/User calls to be logged, tracked, traced and reported.

3.1.7.3. All requests are logged and prioritised, against this priority Civic will respond to Customer/User requests.

3.1.7.4. During "Contracted hours", Civic will log all Customer/User calls to the Helpdesk.

3.1.7.5. "Contracted hours" are Monday to Friday- 9am to 5pm Monday to Friday GMT.

3.1.7.6. A restricted service is provided on public holidays.

3.2. Help Desk Procedures:

3.2.1. Answer the support case, received via email:

3.2.1.1. Update the Case database

3.2.1.2. Agree case priority

3.2.1.3. Give the user a case reference if necessary

3.2.2. Take action on the case:

3.2.2.1. Confirm that this is a Civic problem

3.2.2.2. Interrogate the Help Desk database

3.2.2.3. Use reasonable endeavours to resolve the problem reported by Customer/User

3.2.2.4. Report to Customer if problem cannot be resolved

3.2.2.5. Pass to a third party if not an Civic problem

3.2.2.6. Inform Customer of progress

3.2.3. Close the case:

3.2.3.1. Inform Customer of resolution

3.2.3.2. Update the Help Desk System Database

3.2.3.3. Performance Analysis / reporting

3.2.3.4. Review/Update the Help Desk Database

3.2.3.5. Review Service Level

3.2.4. Correction of critical errors or assistance to overcome problems.

3.2.5. Civic may, at its sole discretion, correct errors by "patch" or by version update.

3.2.6. Provision of Information on availability of new versions of Licensed Software.

3.2.7. Provision Consultancy advice (chargeable at agreed rates may apply where appropriate) on Software development,

3.2.8. enhancements and modifications, together with estimates for the same.

3.2.9. Provide Installations and Re-installations of Civic as are required and reasonable to support use of Civic software.

## **PART SIX – ORDER FORM**

**The following Order Form is a template to be used and completed each time the Customer wishes to order new Subscription or Professional Services and the terms have been agreed between the parties.**

This Order Form ("Order Form") is between **CIVIC COMPUTING LIMITED**, a company incorporated in Scotland (Registered number SC221925) and having its Registered Office at 12 South Charlotte Street, Edinburgh, EH2 4AX ("Civic") and [ ], ("**the Customer**").

### ***1. The parties hereby agree as follows:***

1.1. This document constitutes an "Order Form" in terms of Civic's Terms and Conditions which can be viewed here <https://www.Civic.com/terms-and-conditions.html> ("Terms and Conditions"). This Order Form forms part of the Agreement, and this Order Form is subject to the terms and provisions of the Agreement.

1.2. In this Order Form, unless specified otherwise, words and phrases shall have the same meanings as those in the Terms and Conditions.

## *2. Subscription Services*

- 2.1. [Insert description of Software]
- 2.2. Number of Users:
- 2.3. Price per User:
- 2.4. Subscription Term

## *3. Professional Services:*

- 3.1. Customisation/White-labelling:
- 3.2. Translation
- 3.3. New Functionality
- 3.4. Evaluation
- 3.5. Evaluation Criteria
- 3.6. Data/materials to be provided by Customer
- 3.7. Resources to be provided by Customer

## *4. Acceptance Testing:*

- 4.1. Acceptance Testing Criteria

## *5. Programme for delivery of Professional Services:*

- 5.1.

## *6. Training:*

- 6.1.

## *7. Fees:*

- 7.1. Milestone payments:
- 7.2. Invoicing Terms:
- 7.3. Currency [GBP]:
- 7.4. Exchange Rate:
- 7.5. Interest on late payment: [5% over Bank of Scotland Base Lending Rate]

### **Sub-contractors**

Any Affiliates and Sub-contractors used in delivering either the Subscription Services or the Professional





Services must be approved by the Customer (such approval not to be unreasonably withheld) and shall be bound by all the terms and conditions of the Agreement and this Order Form. The use of any approved Sub-contractor or Affiliate by Civic will not absolve Civic of its contractual obligations to the Customer under the Agreement and Civic shall be liable to the Customer for the work carried out by any such Sub-contractor or Affiliate as if Civic had carried out such work itself. Any Sub-contractors or consultants (other than Civic's Affiliates) that will be used by Civic in performing the Services are listed below:

[Specify all Sub-contractors and Affiliates to be used in delivering either the Subscription Services or the Professional Services]

**Special Conditions:**

[ ]

If there is any conflict or inconsistency between the terms of this Order Form and the Agreement, the terms of the Order Form shall have precedence.

This Order Form forms part of the Agreement.

ACKNOWLEDGED, ACCEPTED AND AGREED TO:

**Civic Computing Limited By:**

[ ]. By:

-----  
Name:

-----  
Name:

Title:

Title:

Date:

Date:

## PART SEVEN – EULA

This agreement is between **CIVIC COMPUTING LIMITED**, a company incorporated in Scotland (Registered number SC221925) and having its Registered Office at 12 South Charlotte Street, Edinburgh, EH2 4AX (“**Civic**”) and you (“**the User**”). This is a Click to Agree Contract from within the Software if the User wishes to be bound by these Terms and Conditions. If the User does not agree to be bound by these Terms and Conditions, the User cannot USE the Software.

The contract (“**Agreement**”) between the User and Civic will comprise:

1. these Terms and Conditions; and
2. the Privacy Policy;

## PART ONE – SUBSCRIPTION SERVICES.

### 1. Access to the Software.

Civic grants to the User a non-exclusive, royalty based, non-sublicensable licence to Use the Software for the User's personal business use for the duration of the Agreement, subject to the following conditions: -

1.1. The Software is located on the Platform. Civic has full administrative access rights to the Platform. Users may access the Software but have no right to administer the Platform or receive a copy of the object code or source code to the Software.

### 2. Conditions of Use.

The rights to use the Software provided to the User are non-exclusive, non-transferable and are for the User's personal business use only. The User's right to use the Software is subject to the following conditions:-

the User shall not:

- 2.1. Transfer to any other person any of its rights to use the Software;
- 2.2. Sell, license, rent or lease the Software;
- 2.3. Make the Software available to anyone who is not a User;
- 2.4. Create any derivative works based upon the Software or Documentation;
- 2.5. Copy any feature, design or graphic in, or reverse engineer the Software (including without prejudice to the foregoing generality the graphical user interface and menu command hierarchy);
- 2.6. Access the Software (i) in order to build a competitive solution or to assist someone else to build a competitive solution; or (ii) if the User is an employee or contractor of a Civic competitor;

- 2.7. Use the Software in a way that violates any criminal or civil law;
- 2.8. Load test the Software in order to test scalability; or,
- 2.9. Exceed any specified usage limits listed the Documentation.

### 3. User Content/Security

3.1. Users provide all data for use in the Software, and Civic is not obliged to modify or add to User Content except as specified in Clause 4. The User is solely responsible for User Content and the accuracy of User Content.

3.2. User Content belongs to the User or its licensors, and Civic makes no claim to any right of ownership in it.

3.3. Civic shall keep User Content confidential in accordance with Clause 10.

3.4. Subject to the terms of Clause 4, Civic shall only be entitled to use User Content strictly as necessary to carry out its obligations under this Agreement, and for no other purpose. However, Civic:

3.4.1. may observe and report back to the User on the User's usage of the Software, and make recommendations for improved usage of the Software;

3.4.2. may identify trends and publish reports on its findings from data aggregated from User Sites provided such reports do not identify the User and otherwise anonymise the data and comply with the principles of terms of Clause 10 (Confidentiality);

3.5. The parties shall comply with the principles of the Privacy Legislation and in accordance with the Privacy Policy.

3.6. Sharing of accounts is not permitted unless expressly authorised in writing by Civic. Users must keep account details confidential and Users should not reveal their username or password to any unauthorised third parties. Civic accepts no liability for any losses or damages incurred as a result of account details being shared in breach of the terms of this Agreement. It is recommended that Users do not save account details in their internet browser.

3.7. Passwords must be strong, robust, robust and difficult to break and changed on a regular basis.

3.8. Whereas as part of the Subscription Services, Civic may host email accounts or other online communications infrastructure or subscription accounts (including the Civic subscription itself) for Users, Civic accepts no responsibility and shall not be liable for third parties accessing such email, online communications accounts or subscription accounts by way of breaking or hacking passwords. It is the responsibility of Users to ensure that all email, online communications accounts and subscription accounts are properly protected with robust passwords. The terms of Clause 4 apply to the use of any such email, online communications accounts and subscription accounts.

### 4. Acceptable Usage Policy

4.1. Without prejudice to the generality of Clause 2.7, when using the Software; Users should do so in accordance with the following rules:

- 4.1.1. Users must not use obscene or vulgar language;

4.1.2. User Sites may not contain any material that is unlawful or otherwise objectionable (including that which may be in breach of rules, regulations or legislation in force in the United Kingdom or any other jurisdiction in which the User's User Site can be lawfully accessed. This does not extend to material which may be automatically blocked in certain jurisdictions but that is lawful in the User's home country);

4.1.3. User Sites may not contain any material that is intended to promote or incite violence or any other unlawful conduct against any group, individual or animal. This includes, but is not limited to, the provision of instructions on how to assemble weapons of any kind, bombs, grenades or other explosive devices;

4.1.4. User Sites may not infringe the Intellectual Property rights of any third party including, but not limited to, copyright, trademarks, patents and designs;

4.1.5. User Sites may not contain any material that may contain viruses or other software or instructions that may damage or disrupt other software, computer hardware or communications networks;

4.1.6. User Sites may not be used for unauthorised mass-communications such as "spam" or "junk mail"; and

4.2. Civic does not screen or pre-approve any User Site or User Content (although Users acknowledge that Civic may do so if it wishes).

4.3. Civic may edit a User Site to comply with the provisions of sub-Clause 4.1 without prior consultation. In cases of severe breaches of the provisions of sub-Clause 4.1, a User Site may be taken down and the relevant account may be suspended or terminated. The User will not be informed in writing of the reasons for such alterations or take downs.

4.4. Civic accepts no responsibility or liability for any infringement of third-party rights by User Sites.

4.5. Civic will not be liable in any way or under any circumstances for any loss or damage that any User may incur as a result of such User Sites, or Civic exercising its rights under this Agreement, nor for any errors or omissions in User Sites. Use of and reliance upon User Sites is entirely at the User's own risk.

4.6. The User acknowledges that Civic may retain copies of any and all communications, information, User Content and User Sites sent to Civic.

## 5. Intellectual Property

5.1. Subject to the exceptions in Clause 6 of this Agreement, all Content, that is not User Content, and the Database and the Software and the Documentation are the property of Civic, or Civic's Affiliates or licensors. By continuing to use the Software the User acknowledges that such material is protected by applicable United Kingdom and international Intellectual Property and other laws.

5.2. The User may print, reproduce, copy, distribute, store or in any other fashion re-use Content from the Software for personal or educational purposes only unless otherwise given Civic's express written permission to do so. Specifically, the User agrees that it will not systematically copy Content from the Software with a view to creating or compiling any form of comprehensive collection, compilation, directory or database unless given Civic's express written permission to do so.

5.3. In the event that new inventions, designs or processes evolve in performance of or as a result of this Agreement, the User acknowledges that the same shall be the property of Civic unless otherwise agreed in writing by Civic.

5.4. Any trade mark, trade name or logo such as “Powered by Civic” appearing on or in the Software is the property of Civic and must not be copied, obscured or removed from the Software.

## 6. User Site Intellectual Property

6.1. The Intellectual Property rights subsisting in the User Content of User Sites belong to the User to which that/those User Site(s) pertain unless it is expressly stated otherwise.

6.2. Where expressly indicated, certain Content available through User Sites and the Intellectual Property rights subsisting therein belongs to other parties.

6.3. The third party Content described in this Clause 6, unless expressly stated to be so, is not covered by any permission granted by Clause 5 of these Terms and Conditions to use Content.

6.4. For the avoidance of doubt, the Database (excluding the User Content therein) shall not be considered User Content.

## 7. Third Party Intellectual Property

7.1. Unless otherwise expressly indicated, all Intellectual Property rights including, but not limited to, Copyright and Trademarks, in Content belong to the manufacturers or distributors of such products as may be applicable.

7.2. Subject to Clause 5 the User may not reproduce, copy, distribute, store or in any other fashion re-use Content unless otherwise indicated on the Software or the Documentation or unless given express written permission to do so by the relevant manufacturer or supplier.

## 8. Warranty Disclaimer.

8.1. Except as expressly provided in this Agreement, the Software and Professional Services are provided with no other warranties of any kind, and Civic disclaims all other warranties, express or implied, including without limitation any warranty of merchantability or fitness for a particular purpose. Civic does not warrant that the use of the Subscription Services shall be uninterrupted or error-free.

## 9. Limitation of Liability

9.1. Neither party shall be liable under this Agreement for any indirect, special, incidental, punitive or consequential damages (including without limitation damages for loss of goodwill, work stoppage, computer failure or malfunction, lost or corrupted data, lost profits, lost business or lost opportunity), or any other similar damages under any theory of liability (whether in contract, tort/delict, strict liability or any other theory), even if the other party has been informed of this possibility. Each party's total liability for any direct loss, cost, claim or damages of any kind related to this Agreement shall not exceed the sum of £10,000. However, there is no limitation on direct loss, claim or damages arising as a result of an infringement of either party's Intellectual Property rights by the other party, or a breach of the Privacy Legislation by the other party.

9.2. Civic's liability under this Agreement (except where provided otherwise in this agreement to a lesser extent) shall be limited to the amount of professional indemnity insurance underwritten in the name of Civic which shall be £1,000,000. This limitation shall not apply to a breach of the Privacy Legislation.

## 10. Confidentiality

10.1. Each party may be given access to Confidential Information from the other party in order to perform its obligations under this Agreement. A party's Confidential Information shall not be deemed to include information that (i) is now, or subsequently becomes, through no act or failure to act on the part of receiving party (the "Receiver"), generally known or available; (ii) is known by the Receiver at the time of receiving such information, as evidenced by the Receiver's records; (iii) is subsequently provided to the Receiver by a third party, as a matter of right and without restriction on disclosure; or (iv) is required to be disclosed by law, provided that the party to whom the information belongs is given prior written notice of any such proposed disclosure.

10.2. Subject to clauses 10.4, each party shall hold the other's Confidential Information in confidence and not make the other's Confidential Information available to any third party (other than to a consultant or a Sub-contractor for the purposes of this Agreement and which consultant or Sub-contractor shall have entered into undertakings of confidentiality in relation to the Confidential Information on terms no less onerous than those contained in this Clause 10), or use the other's Confidential Information for any purpose other than to carry out its obligations under this Agreement.

10.3. Each party shall take all reasonable steps to ensure that the other's Confidential Information to which it has access is not disclosed or distributed by its employees or agents in violation of the terms of this Agreement.

10.4. A party may disclose Confidential Information to the extent such Confidential Information is required to be disclosed by law, by any governmental or other regulatory authority or by a court or other authority of a competent jurisdiction, provided that, to the extent it is legally permitted to do so, it gives the other party as much notice of such disclosure as possible and, where notice of disclosure is not prohibited and is given in accordance with this clause 10.4, it takes into account the reasonable requests of the other party in relation to the content of such disclosure.

10.5. No party shall make, or permit any person to make, any public announcement concerning this Agreement without the prior written consent of the other parties (such consent not to be unreasonably withheld or delayed), except as required by law, any governmental or regulatory authority (including without limitation, any relevant securities exchange), any court or other authority of competent jurisdiction.

10.6. This clause 10 shall survive termination of this Agreement, howsoever arising.

## 11. Indemnification by the User

11.1. The User shall indemnify and hold harmless Civic, its Affiliates, directors, and employees from any damages finally awarded against Civic (including, without limitation, reasonable costs and legal fees incurred by Civic) arising out of any third party suit, claim or other legal action (including but not limited to any governmental investigations, complaints and actions) in connection with the User Content, including, without limitation, any action for infringement of any trademark, copyright, trade secret, right of publicity or privacy (including defamation), patent or other proprietary right with respect to the User Content ("Legal Claim").

11.2. Civic shall give written notice to the User of any Legal Claim no later than 30 days after first receiving notice of a Legal Claim and shall give copies to the User of all communications, notices and/or other actions relating to the Legal Claim. Civic shall give the User the sole control of the defence of any Legal Claim, shall act in accordance with the reasonable instructions of the User and shall give the User such assistance as the User reasonably requests to defend or settle such claim. The User shall conduct

its defence at all times in a manner which is not adverse to Civic's interests. Civic may employ its own counsel to assist it with respect to any such claim. Civic shall bear all costs of engaging its own counsel, unless engagement of counsel is necessary because of a conflict of interest with the User or its counsel, or because the User fails to assume control of the defence. Civic shall not settle or compromise any Legal Claim without the User's express written consent.

## 12. Law

12.1. This Agreement shall be governed by the laws of Scotland. The parties consent to the exercise of exclusive jurisdiction of the Courts of Scotland.

## 13. Feedback Feedback and Modifications

13.1. The User hereby acknowledges that upon submitting Feedback to Civic, the User automatically grants to Civic a worldwide, perpetual, irrevocable, royalty free licence to use that Feedback in any way Civic deems appropriate including, but not limited to:

13.1.1. The use, publication, distribution, transmission, broadcasting, licensing, sub-licensing, leasing, lending and sale of the Feedback; and

13.1.2. The creation, use, publication, distribution, transmission, broadcasting, licensing, sub-licensing, leasing, lending and sale of any derivative works based upon the Feedback.

13.2. Civic's use of the Feedback shall not bestow any rights or interests upon the User whatsoever.

13.3. The User hereby acknowledges that any modifications made to the Software at the request or suggestion of the User will belong to and be the Intellectual Property of Civic.

## 14. AI/Machine Learning

14.1. The Services may incorporate AI Systems as detailed in the relevant Order Form, including the use of GPAI Models without Systemic Risk, to assist with the organisation of the User Content as specified in the relevant Order Form.

14.2. The GPAI Models utilised are closed loop architectures. Civic does not currently use any GPAI Models designated under applicable law as having Systemic Risk. If Civic introduces any new GPAI Models with Systemic Risk, it shall notify the Customer in advance. The GPAI Models utilised will be specified in the relevant Order Form.

14.3. Civic confirms that the Software incorporates AI Systems solely for functional purposes related to automation, optimisation, or content generation in connection with the Software's intended use.

14.4. Civic warrants that, as of the date of the Agreement, all AI Systems integrated into the Software comply with the requirements of the EU AI Act applicable to their classification, including transparency, documentation, and safety obligations.

14.5. Civic warrants that the Software:

14.5.1. does not perform any processing that constitutes a High-Risk Use under the EU AI Act;

14.5.2. does not make decisions, predictions, or recommendations that produce legal or similarly significant effects on individuals;

14.5.3. does not profile, evaluate, score, or categorise individuals for behavioural, biometric, or

other personal characteristics; and

14.5.4. does not engage in automated decision-making that affects individual rights or interests.

14.6. Civic further warrants that the Software does not use AI Systems to infer sensitive characteristics, to conduct biometric categorisation, emotion recognition, or any other prohibited AI practice under the EU AI Act.

## ***PART TWO – DEFINITIONS.***

### **15. Glossary.**

15.1. “AI System” means any system that uses machine-based techniques to generate outputs such as predictions, content, recommendations, or decisions influencing physical or virtual environments, consistent with the definition of an AI system under the EU AI Act;

15.2. “Affiliate” means an entity which controls, is controlled by, or is under common control with, a party, and control means the ability to vote 50% or more of the voting securities of any entity or otherwise having the ability to influence and direct the policies and direction of an entity;

15.3. “Confidential Information” means any information that is proprietary or confidential which either party directly or indirectly discloses, or makes available, to the other, including but not limited to, the existence and terms of the Agreement, all confidential or proprietary information relating to the business, affairs, operations, processes, product information, know-how, technical information, designs, trade secrets or software and/or Intellectual Property of the party disclosing such information;

15.4. “Content” means any text, graphics, images, audio, video, software, data compilations including, but not limited to, text, graphics, logos, icons, sound clips, video clips, data compilations, page layout, underlying code and software and any other form of information capable of being stored in a computer that appears on, is uploaded to or forms part of the Software or the Platform; BUT excluding User Content;

15.5. “Database” means the database stored on the Platform which contains inter alia User Content;

15.6. “DPA” means the Data Protection Act 2018 and any modification, amendment or re-enactment thereof;

15.7. “Documentation” means user documentation provided electronically by Civic for use with the Software, as periodically updated;



15.8. “EU AI Act” means the European Union’s Artificial Intelligence Act - Regulation (EU) 2024/1689;

15.9. “Feedback” means all comments, suggestions, requests, requirements, improvements, feedback, or other input the User provides regarding any products or Services owned or supplied by Civic, its Affiliates and licensees;

15.10. “GDPR” means the General Data Protection Regulation (Regulation (EU) 2016/679);

15.11. “GPAI Model” means a “general-purpose AI model” as defined in the EU AI Act;

15.12. “Intellectual Property” means patents, trademarks, trade name, service mark, copyright, trade secrets, know-how, process, technology, development tool, ideas, concepts, design right, domain names, moral right, database right, methodology, algorithm and invention, and any other proprietary information (whether registered, unregistered, pending or applied for);

15.13. “Platform” means the hardware and software environment in which the software element of the Software operates, which comprises one or more server computers (whether virtual or not), mirroring/duplicating/back-up and storage systems and relative hardware operating software, virtual machine software (where relevant), operating system software, database software, anti-virus and security software, switches, power supplies and telecommunications infrastructure;

15.14. “Privacy Legislation” means the GDPR as it applies to Personal Data of citizens of the European Union, the retained EU law version of the GDPR (the “UK GDPR”), as it forms part of the law of England and Wales, Scotland, and Northern Ireland by virtue of section 3 of the European Union (Withdrawal) Act 2018., the DPA, the Regulation of Investigatory Powers Act 2000, the Telecommunications (Lawful Business Practice) (Interception of Communications) Regulations 2000 (SI 2000/2699), the Privacy and Electronic Communications (EC Directive) Regulations 2003 (SI 2426/2003), the Online Safety Act 2023 and all applicable laws and regulations relating to the processing of personal data and privacy, including where applicable the guidance and codes of practice issued by the Information Commissioner. (as amended or replaced from time to time);

15.15. “Privacy Policy” means Civic’s policy relating to User Content and compliance with (amongst others) the Privacy Legislation from time to time;

15.16. “Software” means Civic’s proprietary operating software and the Third-Party Software written in object and source code residing on and used for operating the Platform and the Subscription Services as Updated and Upgraded from time to time all as specified in the relevant Order Form;

15.17. “Systemic Risk” means risks specifically associated with high-impact general-purpose GPAI Models that have a significant impact on the EU market (a model’s impact to extend beyond a single application, potentially affecting multiple sectors and individuals within the EU), due to their reach or potential negative effects on public health, safety, fundamental rights, or society. These risks are primarily linked to the broad societal impact of these powerful, versatile GPAI Models;

15.18. “Third Party Software” means software other than the Software which belongs to third parties and in relation to which Civic has the right to grant sub-licenses;

15.19. “Update” means any update, update rollup, service pack, feature pack, critical update, security update, or hotfix that is used to improve or to fix a software product;

15.20. “Upgrade” means a software package that replaces an installed version of a product with a newer version of the same product, typically leaving existing customer data and preferences intact while replacing the existing software with the newer version;

15.21. “User” means the person that has permission to access the Software as a named user and

is not employed by Civic and acting in the course of their employment;

15.22. “User Content” means any text, graphics, images, audio, video, software, data compilations and any other form of information capable of being stored in a computer that appears on, is uploaded to or forms part of a User Site or the Software and has been uploaded by a User;

15.23. “User Site” means a partition/tenancy on the Platform created by Civic for a User or Users accessing the Software which shall contain User Content and shall be hosted on the Platform;

## **SCHEDULE 1**

### **Processing, Personal Data and Data Subjects**

#### **4. Processing by Civic**

4.1 Scope –Civic shall process Personal Data in order to provide the Subscription Services and Professional Services, as set out in this Agreement.

4.2 Nature: collection, recording, organisation, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction of data;

4.3 Purpose of Processing: To provide the Services to Customers and Users;

4.4 Duration of the Processing: The Subscription Term;

4.5 Types of Personal Data: email addresses, postal addresses and post codes, IP addresses to be agreed on a case by case basis;

4.6 Categories of Data Subject: Customers and Users;

## 5. Rights and Obligations of Data Controller

5.1 The rights and obligations of the Data Controller set out in this Agreement and the Privacy Legislation.