



THIS AGREEMENT is dated [] 2026

BETWEEN: (1) Atamis Ltd, a company registered in England and Wales under number 06998952 whose registered office is at the Pavilions, Bridgwater Road, Bristol, England, BS13 8FD ("Atamis" or "Company").

AND (2) [NAME], a company registered in England and Wales under number [NUMBER] whose registered office is at [ADDRESS] ("Customer").

RECITALS

(A) The Customer contracts upon these terms and conditions with Atamis for the provision of the Products and Services.
(B) Atamis shall provide the Products and any Services to the Customer subject to these terms and conditions.

1. INTERPRETATION

1.1 The definitions and rules of interpretation in this condition apply in these terms and conditions (Conditions).

appropriate technical and organisational measures: shall be interpreted in accordance with applicable Data Protection Legislation;

Confidential Information: means all information which might fairly be considered to be of a confidential nature in the disclosing party's possession or control, whether created before or after the date of this Contract, however recorded or preserved, and whether or not marked "confidential", including without limitation all technical and non-technical information belonging to the disclosing party (regardless of whether such information is protectable under copyright, patent or trade mark and/or trade secret doctrine), in whatever form, including but not limited to copyright, trade secrets and proprietary information, techniques, sketches, drawings, design specifications, models, inventions, know-how, processes, methodologies, apparatus, equipment, algorithms, software programmes, codes, software source documents and formulae relating to current future and proposed products and services of the disclosing party, its information concerning scope of licences, licence terms, and research.

Contract Term: [NUMBER] months from the date of Project Kick Off.

Contract Year: twelve months from the date the parties enter into this Agreement and each successive twelve month period. Contract: these Conditions and the Schedules.

Customer Data: all data and materials provided by or on behalf of the Customer to Atamis (including submitted to the Products) in connection with enabling the provision of Services to the Customer.

Data Controller: means a party which determines the purposes and means of the Processing of Personal Data.

Data Processor: means a party which processes personal data on behalf of the Data Controller.

Data Protection Legislation: means all applicable laws relating to the processing of personal data and privacy, this includes the GDPR, the UK Data Protection Act 2018, Directive 2002/58/EC and any legislation and/or regulation implementing or made pursuant to them, or which amends, replaces, re-enacts or consolidates any of them (including the GDPR), and all other applicable laws relating to processing of personal data and privacy that may exist in any relevant jurisdiction.

Enriched Data: the enriched data that has been created from the Customer Data and Atamis' and its licensors' data and materials pursuant to the provision of the Services.

Fees: the fees payable by the Customer to Atamis in consideration of the provision of the Services and the grant of the licence to use the Products and Services, and as specified in Schedule 3 of this Contract.

GDPR: means Regulation (EU) 2016/679 as applicable as part of UK domestic law by virtue of section 3 of the European Union (Withdrawal) Act 2018 and as amended by the Data Protection, Privacy and Electronic Communications (Amendments etc) (EU Exit) Regulations 2019 (as amended).

Intellectual Property Rights: all patents, rights to inventions, utility models, copyright and related rights, trademarks, service marks, trade, business and domain names, rights in trade dress or get-up, rights in goodwill or to sue for passing off, unfair competition rights, rights in designs, rights in computer software, database rights, topography rights, moral rights, rights in confidential information (including know-how and trade secrets) and any other intellectual property rights, in each case whether registered or unregistered and including all applications for and renewals or extensions of such rights, and all similar or equivalent rights or forms of protection in any part of the world.

Losses: any and all claims, demands, actions, proceedings, liabilities, losses, costs, damages, fines, penalties, settlement payments, awards, expenses and other charges incurred by a party.

Personal Data: means any information relating to an identified or identifiable individual ('data subject').

Processing: means any operation or set of operations which is performed on Personal Data or sets of Personal Data, whether or not by automated means; 'process', 'processes' and 'processed' shall be construed accordingly.

Products: the hosted procurement software application and other hosted software tools provided by Atamis or its subcontractors that facilitate access to the Services.

Project Kick Off: The date the Services commence as agreed by the parties in writing.

Protected Area: means the United Kingdom, the European Economic Area and any country, territory, sector or international organisation in respect of which an adequacy decision under United Kingdom adequacy regulations is in force.

Security Breach: means any accidental, unauthorised or unlawful destruction, loss, alteration, or disclosure of, or access to the personal data that Atamis processes in the course of providing the Services.

Services: the services to be provided by Atamis under the Contract as set out in the Services Document together with any other services which Atamis provides, or agrees to provide, to the Customer, as confirmed in writing by the Customer.

Services Document: means the document or documents provided by Atamis from time to time setting out the description, scope, and any applicable terms of the Services to be supplied by Atamis under the Contract.

Standard Contractual Clauses: means: (i) the international data transfer addendum to the EU standard contractual clauses, issued by the Information Commissioner and laid before Parliament in accordance with s.119A of the Data Protection Act 2018 on 2 February 2022; and (ii) the (EU) standard contractual clauses for the transfer of personal data to third countries pursuant to the GDPR, adopted by the European Commission under Commission Implementing Decision (EU) 2021/914.

Usage Data: means analytical metrics such as statistics, percentages or industry category benchmark figures or regional/national benchmark figures which are created by Atamis and/or the Products as a result of the Customer's use of the Services and the Products, which is to be used by Atamis for any business purpose, including to provide the Services and for contributing towards national average and benchmarking information used by Atamis. Usage Data does not include any Customer Data.

User Licences: the Customer's right from the Project Kick-Off until the termination or expiry of the Contract to grant non-exclusive, non-transferable, non-sublicensable licences to individual Users enabling such Users to access and use the Products and Services from the Project Kick-Off until the termination or expiry of the Contract in accordance with the access rights and restrictions set out in this Contract and as further defined by their User type. User Licences are personal to the named User and subject to the usage limits and administrative permissions specified in the Contract and the Products and governed by the terms applicable to the relevant User category.

Users: means those employees, agents, contractors, or other authorised representatives of the Customer who are permitted by the Customer to access and use the Products and/or Services, subject to the terms of this Contract.

VAT: value added tax chargeable under English law for the time being and any similar additional tax.

1.2 Headings in these Conditions shall not affect their interpretation.

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

1.4 A reference to a statute or statutory provision is a reference to it as it is in force for the time being, taking account of any amendment, extension, or re-enactment and includes any subordinate legislation for the time being in force made under it.

1.5 A reference to writing or written includes e-mail.

1.6 Any obligation in the Contract on a person not to do something includes, without limitation, an obligation not to agree, allow, permit or acquiesce in that thing being done.

1.7 A reference to "including" or "includes" shall be construed as without limitation and shall not limit the generality of the words preceding it.

2. APPLICATION OF CONDITIONS

2.1 This Contract is formed and becomes binding on the earlier of: (a) signature of the Conditions by both parties; (b) the Customer's written agreement to these Conditions (including by email); or (c) the Customer instructing Atamis to proceed with the Services following provision of these Conditions. These Conditions shall: (a) apply to and be incorporated into the Contract; and (b) prevail over any inconsistent terms or conditions contained, or referred to, confirmation of order, acceptance of a quotation, purchase order, or specification or other document supplied by the Customer, or implied by law, trade custom, practice or course of dealing.

2.2 Quotations are given by Atamis on the basis that no Contract shall come into existence except in accordance with condition 2.1. Any quotation is valid for a period of 30 days from its date, provided that Atamis has not previously withdrawn it.

3. INTELLECTUAL PROPERTY RIGHTS

3.1 The Customer warrants and represents to Atamis that:

3.1.1 it has the authority to provide the Customer Data and to grant the licence to Atamis in respect of the Customer Data pursuant to Condition 5; and

3.3.2 the use of the Customer Data by Atamis in accordance with the Contract will not violate any applicable law or regulation and will not constitute an infringement or other violation of any Intellectual Property Right of any third party.

3.2 Subject to the licence granted under Condition 5 (Customer's Obligations), no Intellectual Property Rights in the Customer Data shall transfer to Atamis under the Contract. Atamis may use the Customer's name and logo in its case studies, marketing materials, presentations, and on its website for promotional purposes, provided that it does not disclose any of the Customer's Confidential Information.

3.3 Atamis warrants to the Customer that:

3.3.1 Atamis is the owner or authorised licensee of all Intellectual Property Rights in the Products; and

3.3.2 Atamis has the full authority to grant licence to the Customer in respect of the Products pursuant to Condition 4.

3.4 Subject to the licence granted under Condition 4 (Licence to use the Products), no Intellectual Property Rights in the Products or the Services shall transfer to the Customer under the Contract. All Intellectual Property Rights in any Usage Data created under the Contract shall be owned by Atamis. Except as expressly stated otherwise under this Contract, this Contract does not grant a party any right to, under or in, any intellectual property rights (whether registered or unregistered) of the other party.

3.5 The Products and Services are proprietary to Atamis and its licensors and comprise a) the works of original authorship, including compiled information containing Atamis's and its licensors' selection, arrangement, co-ordination and expression of such information or pre-existing material that Atamis and its licensors have created, gathered or assembled, b) Confidential Information and trade secrets, and c) information that Atamis and its licensors have created, developed and maintained at great expense of time and money, such that misappropriation or unauthorised use by others for commercial gain would unfairly or irreparably harm Atamis and its licensors. Accordingly:

3.5.1 the Customer shall not, and shall procure that its employees, agents and sub-contractors do not, directly or indirectly, (a) copy, reproduce, modify, adapt, translate, reverse engineer, decompile, disassemble or create derivative works of, or otherwise attempt to derive the source code of, the Products or Services or any part thereof except to the extent expressly permitted by law not capable of lawful exclusion, (b) remove, obscure or alter any proprietary notices or labels affixed to or contained within the Products, (c) distribute, sell, sublicense, rent, lease, loan, transfer, assign, display, disclose, or otherwise make available the Products or any part thereof to any third party (except as expressly permitted by this Contract), or (d) otherwise take any action or allow any omission that could infringe, impair, or otherwise prejudice any Intellectual Property Rights of Atamis (or its licensors) in the Products; and

3.5.2 the Customer will not use any of Atamis's trade names, trademarks, service marks or copyrighted materials, or otherwise identify Atamis, in listings or advertising in any manner without the prior written approval of Atamis.

4. COMPANY'S OBLIGATIONS

4.1 Atamis shall provide the Services to the Customer using reasonable care and skill.

4.2 In consideration of the applicable Fees to Atamis by the Customer, Atamis hereby grants to the Customer a non-exclusive, non-transferable, royalty free, non-sublicensable, revocable licence to use the Products to access the Services solely for its internal business purposes for the Term subject to the terms of the Contract. The Customer's licence to use the Products and Services is subject to any limitations or restrictions set out in the Services Document (including, without limitation, limitations as to the number of Users, permitted modules, usage volumes, and any other parameters specified therein).

4.3 Atamis shall use reasonable endeavours to meet any performance dates specified in the Services Document, but any such dates shall be estimates only and time shall not be of the essence for performance of the Services.

4.4 Atamis shall use its reasonable endeavours to provide the Services in accordance with the Service Levels as set out:

4.4.1 where the Contract is entered into under the G-Cloud 15 framework, in the version of the Atamis Support – Service Management policy as published by Atamis online on the relevant G-Cloud platform (as updated from time to time); or

4.4.2 in all other cases, in accordance with the Service Levels in Schedule 2.

4.5 The Products and Services may incorporate, enable access to, or be used in conjunction with third-party software, services, data, or content ("Third-Party Materials"). Atamis does not control and is not responsible for any Third-Party Materials, and makes no representations, warranties, or commitments in respect of them. The use of any Third-Party Materials is at the Customer's sole risk and subject to the relevant third party's terms and conditions. Atamis shall have no liability whatsoever in relation to any Third-Party Materials or the Customer's use of them.

5. CUSTOMER'S OBLIGATIONS

5.1 The Customer shall ensure that the Customer Data is accurate in all material respects, provided to Atamis in a timely manner on request, and may be lawfully used by Atamis as set out in this Contract;

5.2 The Customer hereby grants to Atamis a worldwide, royalty-free, non-exclusive, transferable licence for the duration of the Contract

to use and copy the Customer Data to provide the Services and create Usage Data solely for the purposes contemplated under the Contract. The Usage Data shall not contain any Customer Data.

5.3 The Customer shall not, without the prior written consent of Atamis, at any time from the date of the Contract to the expiry of 12 months after the termination of the Contract, solicit or entice away from Atamis or employ (or attempt to employ) any person who is, or has been, engaged as an employee, consultant or subcontractor of Atamis in the provision of the Services, where the Customer has been in direct contact with such individual or entity in connection with the provision of the Services. The foregoing restriction shall not apply to recruitment or engagement of such individual or entity resulting from the Customer's general advertising or public recruitment campaigns that are not specifically targeted at such individuals or entities.

5.4 The Products are hosted and delivered on a platform called Force.com which is provided by Salesforce.com (SFDC). The Customer agrees to enter into and abide by the conditions outlined in Schedule 1: SFDC Service Terms of Use as a "Customer" under such terms.

5.5 The Contract will be renewed only where the parties have agreed in writing. The Customer agrees to provide at least 60 days' notice to Atamis of its intention to renew.

6 FEES AND PAYMENT

6.1 In consideration of the provision of the Products and Services by Atamis, the Customer shall pay the Fees in accordance with the payment terms set out in Schedule 3 and this Section 6. User Licences and User Licence upgrades are valid for a period of 12 months from the date Atamis has accepted the order for the same, then renew for a further period of 12 months on renewal of this Contract. For the avoidance of doubt User Licence Fees cannot be refunded on a pro-rata basis and are transferable between Users at any time.

6.2 The Customer shall pay each invoice submitted to it by Atamis, in full and in cleared funds, within 30 days of receipt to a bank account nominated in writing by Atamis.

6.3 Without prejudice to any other right or remedy that it may have, if the Customer fails to pay Atamis any undisputed amount within 7 days of the due date of that amount, Atamis may: (a) charge interest on such sum from the due date for payment at the annual rate of 4% above the base lending rate from time to time of HSBC, accruing on a daily basis, until payment is made, whether before or after any judgement and the Customer shall pay the interest immediately on demand; and (b) suspend all Services, without liability, until payment has been made in full.

6.4 Without prejudice to clause 6.3 or any other right or remedy Atamis may have, if the Customer fails to pay any undisputed amount due under this Contract within 14 days of Atamis serving written notice on the Customer specifying the overdue amount and requiring payment within such period, Atamis shall have the right to terminate this Contract with immediate effect by giving written notice to the Customer.

6.5 The Fees applicable on renewal of the Contract shall be subject to the written agreement of both parties prior to the commencement of the renewal period.

6.6 Atamis has the right to increase the fees annually at the rate of CPI + 3% in the preceding 12 months

7 CONFIDENTIALITY

7.1 The parties agree that the terms of this Contract and negotiations relating to it constitute Confidential Information.

7.2 Each party shall, and shall procure that its employees shall, keep secret and confidential all Confidential Information of the other party in accordance with good industry practice, and shall use and copy that Confidential Information only in connection with the proper performance of the Contract. Each party may disclose the other party's Confidential Information to such of its directors, officers, employees, agents, subcontractors, auditors, and professional advisors and any other person as agreed in writing with the other party ("Representatives") as need to know the Confidential Information for the purposes of properly performing the Contract, provided that such Representatives comply with these confidentiality obligations and only for the permitted purposes.

7.3 The obligations of confidentiality under Condition 7, shall not apply to any Confidential Information which:

7.3.1 was known to the recipient before its receipt from the disclosing party; or

7.3.2 is lawfully in the public domain or possession of a third party other than by reason of a breach of a confidentiality obligation; or

7.3.3 is independently developed without access to the other party's Confidential Information; or

7.3.4 is authorised for release by the written consent of the disclosing party.

7.4 Nothing in the Contract shall be construed so as to prevent one party from disclosing the other's Confidential Information where required to do so by law or by a court or other competent authority, provided that, unless prevented by law, the first party promptly notifies the other party in advance and discloses only that part of the other party's Confidential Information that it is compelled to disclose.

7.5 Subject to Condition 11.4, each party shall on termination of the Contract, return to the other all of the other party's Confidential Information which is in physical form and destroy any other records containing Confidential Information, except that each party shall be entitled to keep copies or records for archive, legal or tax purposes and may retain copies that are securely stored in archival or computer backup systems (and such copies shall continue to be Confidential Information and subject to the obligations of confidentiality in this Contract).

7.7 Each party's obligations under this Section 7 shall survive for a period of 3 years following the termination or expiry of this Contract.

8 LIMITATION OF LIABILITY

8.1 Nothing in this Contract excludes or limits the liability of either party (including, without limitation, their employees, agents and subcontractors) for a) death or personal injury caused by its negligence; b) fraud or fraudulent misrepresentation; or c) any other liability which cannot be lawfully excluded.

8.2 If Atamis fails to provide the Services in accordance with the Contract, it shall be given a reasonable opportunity to remedy the default.

8.3 Subject to Condition 8.1 and 8.4, the total aggregate liability of Atamis to the Customer in each Contract Year arising out of or in connection with the Contract, whether arising from tort (including negligence), breach of contract or otherwise, shall in no event exceed the Fees paid to Atamis in that Contract Year.

8.4 Subject to Condition 8.1, Atamis shall not be liable to the Customer for any loss of profits, business or goodwill, loss of data, damage to reputation, interruption of business or any type of special, indirect or consequential loss, even if such loss was reasonably foreseeable or Atamis has been advised of the possibility of incurring the same.

9 DATA PROTECTION

9.1 The parties agree the provisions of this Condition 9 shall apply to the Personal Data Atamis processes in the course of providing the Services. The parties acknowledge and agree that the Customer is the Data Controller and Atamis is the Data Processor in respect of all Personal Data that forms part of or is otherwise pertaining to the Customer Data which Atamis processes in the course of providing the Services.

9.2 The subject-matter of the data processing is the performance of the Services. The obligations and rights of the Customer are set out in this Contract. The table below sets out the nature, duration and purpose of the processing, the types of Personal Data that Atamis processes and the categories of data subjects whose Personal Data is processed.

Data Processing Details	
Subject-matter	The processing of personal data arising from the provision, operation, and ongoing development of the Products and the Services under this Contract.
Nature and Purpose	The personal data will be processed for the purpose of automating, facilitating, and managing procurement processes and supplier relationships (including sourcing, tendering, contract and supplier management), together with related account management, user administration, system access, reporting, analytics, usage optimisation, and customer support, as further instructed by the Customer.
Duration	For the duration of this Contract, or as required by applicable law.
Types of Personal Data	Names; business contact details (including email addresses and telephone numbers); job titles; organisation or employer details; profile images (if uploaded); usage and activity data; procurement submission data; contract or tender-related correspondence; and any other personal data submitted to or generated by use of the Products and Services, as required for the performance of the Contract.
Categories of Data Subject	Customer's Users; suppliers and their representatives; contractors and bidders involved in procurement processes; and any other individuals whose personal data is submitted to or processed in the Products as part of procurement lifecycle activities.

9.3 When Atamis processes Personal Data in the course of providing the Services, Atamis shall:

9.3.1 only carry out processing on the Customer's documented instructions from time to time; and for the avoidance of doubt, the processing of Personal Data which is reasonably required for the purpose of Atamis performing its obligations under the Contract shall constitute processing in accordance with the Customer's instructions. If Atamis is required to process Personal Data for any other purpose by law to which Atamis is subject, Atamis will inform the Customer of this requirement first, unless law prohibits this on important grounds of public interest;

9.3.2 implement appropriate technical and organisational measures to protect such Personal Data against unauthorised or unlawful processing and accidental destruction or loss, theft, alteration or disclosure (including ensuring the reliability of its employees). These measures shall be appropriate to the harm which might result from any unauthorised or unlawful processing, accidental loss, destruction, damage or theft of the Personal Data and having regard to the nature of the Personal Data which is to be protected;

9.3.3 ensure compliance with the obligations pursuant to Articles 32 to 36 of the GDPR, taking into account the information available to Atamis;

9.3.4 make available to the Customer information which the Customer reasonably requests to allow the Customer demonstrate that the obligations set out in Article 28 of the GDPR relation to the appointment of processors have been met;

9.3.5 implement procedures to ensure that unauthorised persons will not have access to Personal Data and shall further ensure that Atamis' personnel required to access the Personal Data are subject to a binding duty of confidentiality in respect of such Personal Data and take reasonable steps to ensure the reliability and competence of Atamis' personnel who have access to the Personal Data;

9.3.6 promptly refer to the Customer any request, notices or other communications from data subjects, from any applicable data protection authority or any other law enforcement authority, for the Customer to resolve; and

9.3.7 provide such reasonable assistance and information to the Customer as the Customer may reasonably require to allow the Customer to comply with the Customer obligations under Data Protection Legislation including the rights of data subjects and subject-access rights, or with notices served by the Information Commissioner.

9.4 In the event of a Security Breach, Atamis will:

9.4.1 notify the Customer, within 72 hours, and provide the Customer with a description of the Security Breach:

9.4.1.1 the likely impact of the Security Breach;

9.4.1.2 the categories and approximate number of data subjects affected and their country of residence and the categories and approximate number of records affected;

9.4.1.3 and the risk posed by the Security Breach to individuals; and

9.4.1.4 the measures taken or proposed to be taken by Atamis to address the Security Breach and to mitigate its adverse effects, and provide updates to this information and any other relevant information.

9.5 Atamis shall have general authorisation to appoint third-party sub-processors to process the Personal Data in order to provide the Services. A current list of Atamis' authorised sub-processors are listed in the table below. If the Supplier wishes to use any alternative and/or further sub-processors, it shall promptly notify the Customer in writing and shall not appoint any alternative and/or further sub-processors unless and until 30 days have passed since the date of Atamis' written notification to the Customer and the Customer has not raised any written objection in accordance with this Condition within that period. The Customer may object to such appointment only within 14 days of receipt of the notification and solely on reasonable grounds relating to data protection or security. If the Customer objects to the proposed sub-processor within such period and the parties are unable to reach a resolution, the Customer may, by giving written notice to the Supplier within the same 30-day period, terminate this Contract with immediate effect. If no objection is raised within 14 days of notification, or an objection is resolved in favour of the sub-processor, the Supplier may proceed with the appointment of the proposed sub-processor. Atamis must include in any contract with sub-processors provisions in favour of the Customer which are equivalent to those in this Condition 9 and as are required by applicable Data Protection Legislation. For the avoidance of doubt, where a third party fails to fulfil its obligations under any sub-processing agreement or any applicable Data Protection Legislation, Atamis will remain fully liable to the Customer for the fulfilment of Atamis' obligations under these terms.

Sub-Processor	Location of Processing / Hosting	Purpose of Use	Data Type
Salesforce.com (SFDC)	UK	Primary hosting platform for Atamis Platform (Force.com)	Application data, supplier records, User metadata
Amazon Web Services (AWS)	UK	Underlying infrastructure used by Atamis for internal systems	Backup infrastructure, logs, service operations
DocuSign	Ireland / EU (incl. UK)	Used for contract execution and signature processes	Contract metadata, User contact info
Zendesk	Ireland (EU) with UK routing	Customer support and ticketing platform used post-implementation	Ticket metadata, User email/contact info
HubSpot	Ireland & Germany (EU) with UK routing	CRM used for sales/account management communication	Contact metadata, email interactions
CloudCipher Ltd	UK	Managed IT service provider – supports Atamis internal systems	Device & endpoint logs, user identity metadata
Microsoft 365	UK	Email, SharePoint, Teams used for internal business ops	Internal documents, emails (not PRS data directly)

Gong.io	UK and EU	Call recording, email reading, and data analytics for account and opportunity management	Gong.io (call recording tool, reads emails, for account management and opportunity management)
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9.6 Atamis shall maintain written records of all categories of Personal Data processing activities carried out on behalf of the Customer, including any information prescribed in applicable Data Protection Legislation.

9.7 Atamis shall allow the Customer and its respective auditors or authorised agents to conduct audits or inspections remotely during the term of the Contract. Such audits shall be carried out by providing access, on reasonable notice, to relevant information and documentation of Atamis and its sub-processors used in connection with the provision of the Services, to the extent necessary to verify compliance with the obligations under this Condition 9.

9.8 Atamis shall not, and shall ensure that none of its sub-processors, transfer, access, use or otherwise process Personal Data outside of the Protected Area unless the following conditions are fulfilled (i) the Customer or Atamis has provided appropriate safeguards in relation to the transfer; (ii) the Data Subject has enforceable rights and effective legal remedies; (iii) Atamis complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred; and (iv) Atamis complies with reasonable instructions notified to it in advance by the Customer with respect to the processing of the Personal Data.

9.9 Subject to Condition 11.4, at the end of the Services, upon the Customer's request, Atamis shall securely destroy or return such Personal Data to the Customer and delete existing copies unless the laws to which Atamis is subject requires storage of such Personal Data.

9.10 The parties will at all times comply with its respective obligations under Data Protection Legislation in relation to the Contract. Atamis will notify the Customer immediately, if, in Atamis' opinion, an instruction for the processing of Personal Data given by the Customer infringes Data Protection Legislation.

10 INDEMNITY

10.1 Atamis shall indemnify, defend and hold harmless the Customer from and against any and all claims by a third party that the Customer's use of the Platform in accordance with this Contract infringes the Intellectual Property Rights of any third party, provided that this indemnity shall not apply to any claim to the extent it arises from:

10.1.1 use of the Products outside the scope of this Contract, or in combination with any materials, systems or data not provided or expressly authorised by Atamis;

10.1.2 any modification or alteration of the Products by any party other than Atamis; or

10.1.3 Customer Data or any other materials provided by or on behalf of the Customer.

10.2 The Customer shall indemnify, defend and hold harmless Atamis from and against any and all Losses arising out of or in connection with:

10.2.1 Atamis's processing of Customer Data in accordance with the Contract, including but not limited to where such Customer Data infringes the rights of any third party or is otherwise unlawful; and

10.2.2 any misuse of the Products by the Customer or its Users, or any access or use of the Products or Services in breach of the Contract.

10.3 Each party's obligations to defend and indemnify a claim under Conditions 10.1 and 10.2 shall be conditional on the indemnified party:

10.3.1 promptly notifying the indemnifying party in writing of any claim;

10.3.2 permitting the indemnifying party to have sole conduct of the defence and settlement of the claim; and

10.3.3 providing the indemnifying party with all reasonable assistance (at the indemnifying party's expense) in connection with the defence and/or settlement of the claim. The indemnified party shall not make any admission, or compromise or settle any such claim, without the prior written consent of the indemnifying party.

11 TERM & TERMINATION

11.1 Unless otherwise mutually agreed by the Customer and Atamis, the Contract shall come into effect on the date this Contract is entered into in accordance with Condition 2.1.

11.2 The Contract shall continue for the Contract Term and may be extended in accordance with Condition 5.5.

11.3 Either party may terminate the Contract with immediate effect at any time by serving written notice thereof on the other party if:

11.3.1 the other party is in material breach of the Contract and where such breach is capable of remedy, fails to remedy it within thirty (30) days of written notice requesting that such breach is remedied; or 11.3.2 any distress or execution is levied on the other party's property or assets; or if the other party makes or is offered to make any arrangement or composition with its creditors or commits any act of bankruptcy; or if any bankruptcy petition is presented against the other party; or if any resolution or petition to wind up the other party is passed or presented; or if a receiver, administrative receiver or administrator of the whole or any part of the other party's business, property or assets is appointed; or if the other party becomes unable to pay its debts as they fall due, or is deemed to be unable to pay its

debts within the meaning of Section 123 of the Insolvency Act 1986.

11.4 In the event of termination, no refunds will be given for any amounts paid prior to termination. Additionally, the full payment for the year in which the Services end date falls must still be paid in full, even if the Contract is terminated before the completion of the Services that year. Upon expiry or termination of the Contract for any reason: 11.4.1 the Customer shall be entitled to continue to use any charts, graphs or other derivative products arising from the Services for its internal purposes only, and all other rights of the Customer to use such materials, the Services and the Products, whether pursuant to Condition 4, or otherwise shall cease. For the avoidance of doubt, the foregoing entitlement shall not entitle the Customer to use the Services or the Products following termination or expiry of this Contract; and 11.4.2 Atamis must make all Customer Data available for the Customer to download and/or extract for at least thirty (30) days following the date of termination, such data will be provided/made available in a format prior agreed between the Parties, and shall be provided/made available at no additional cost to the Customer; and neither party shall have any further right or obligation with respect to the other party except as set out in this Condition 11 and in the following additional Conditions, which shall survive such expiry or termination: Condition 2 (Application of Conditions), Condition 3 (Intellectual Property), Condition 5 (Customer Obligations), Condition 7 (Confidentiality), Condition 8 (Limitation of Liability), Condition 9 (Data Protection), Condition 10 (Indemnity), Condition 12 (Rights of Third Parties) and Condition 13 (General).

11.5 The expiry or termination of the Contract as provided for under these Conditions shall not prejudice or affect any right of action or remedy which has accrued or thereafter accrues to a party under the Contract or at law.

12 RIGHTS OF THIRD PARTIES

12.1 Subject to Condition 12.2, the parties to the Contract do not intend that any of these Conditions will be enforceable by any person that is not a party to the Contract by virtue of the Contracts (Rights of Third Parties) Act 1999.

12.2 The Customer acknowledges that Salesforce, inc. and its group entities shall be entitled to enforce the terms of Schedule 1: SFDC Service Terms of Use directly against the Customer.

13 GENERAL

13.1 Atamis may, from time to time change the Services, provided that such changes do not materially affect the nature or quality of the Services and, where practicable, it will give the Customer at least 1 months' notice of any change.

13.2 Subject to condition 13.1, no variation of the Contract or of any of the documents referred to in them shall be valid unless it is in writing and signed by or on behalf of each of the parties.

13.3 Unless specifically provided otherwise, rights arising under the Contract are cumulative and do not exclude rights provided by law.

13.4 The Contract constitutes the whole agreement between the parties and supersedes all previous agreements between the parties relating to its subject matter.

13.5 Each party that has rights under the Contract is acting on its own behalf and not for the benefit of another person.

13.6 The Contract, and any dispute or claim arising out of or in connection with it or its subject matter, shall be governed by, and construed in accordance with, the law of England and Wales.

13.7 Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this Contract or its subject matter or formation.

13.8 Neither party shall be liable to the other for any failure or delay in performing its obligations under this Agreement (other than the obligation to pay any sums due) if and to the extent such failure or delay results from an event or circumstance beyond its reasonable control ("Force Majeure Event"). Force Majeure Events may include (without limitation) acts of God, flood, fire, earthquake, storm or other natural disaster, epidemic or pandemic, war, terrorist attack, civil commotion or riot, industrial action (not involving the workforce of the affected party), failure of public or private telecommunications networks, internet or hosting provider failures, acts or omissions of government or regulatory bodies, or interruption or failure of utility service. The affected party shall notify the other party in writing as soon as reasonably practicable of the occurrence of any Force Majeure Event, and shall use reasonable endeavours to mitigate the effects of the Force Majeure Event. If the period of delay or non-performance continues for more than 60 days, either party may terminate this Agreement by written notice to the other party.

13.9 Neither party shall assign, transfer, charge, or otherwise deal with any of its rights or obligations under this Contract without the prior written consent of the other party, such consent not to be unreasonably withheld or delayed; provided that Atamis may, by giving written notice to the Customer, assign or transfer its rights and/or obligations under this Contract to any member of its group or in connection with any merger, acquisition, corporate restructuring, or sale of its business or assets relating to this Contract. Notwithstanding the foregoing, Atamis shall be permitted to subcontract its obligations under this Contract freely, subject to the terms of this Contract.

14 NOTICES

14.1 Any notice or other communication given to a party under or in connection with this Contract shall be in writing and shall be delivered by: (a) pre-paid first class post or other next working day delivery service at that party's registered office (if a company) or its principal place

of business; or (b) email to the following email address: (i) accounts@atamis.co.uk for Atamis; and (ii) [EMAIL] for Customer.

14.2 Any notice or communication shall be deemed to have been received: (a) if sent by pre-paid first class post or other next working day delivery service, at 9.00 am on the second Business Day after posting; (b) if sent by email, at the time of transmission, or, if this time falls outside the recipient's normal business hours, when business hours resume. For this purpose, "business hours" means 9.00 am to 5.30 pm Monday to Friday on a day that is not a public holiday in England and Wales.

14.3 This condition 14 shall not apply to the service of any in any proceedings or other documents in any legal action.

14.4 A notice required to be given under the Contract shall be validly served if sent by e-mail and receipt is confirmed.

Signed for and on behalf of THE CUSTOMER ([NAME])

Signature:

Name:

Position:

Date: xxxxxx 2026

Signed for and on behalf of THE COMPANY (ATAMIS LTD)

Signature:

Name: Phil Musgrave

Position: CEO

Date: xxxxxx 2026

Schedule 1: SFDC Service Terms of Use



These SFDC Terms of Use (“**TOU**”) govern Customer’s use of the Services, and are deemed incorporated by reference into the agreement between Customer and Reseller pursuant to which Reseller is reselling the Services to Customer.

1. DEFINITIONS

“**Affiliate**” means any entity that directly or indirectly controls, is controlled by, or is under common control with the subject entity. “Control,” for purposes of this definition, means direct or indirect ownership or control of more than 50% of the voting interests of the subject entity.

“**Beta Services**” means SFDC services or functionality that may be made available to Reseller or Customer to try at Reseller or Customer’s option at no additional charge which is clearly designated as beta, pilot, limited release, developer preview, non-production, evaluation, or by a similar description.

“**Combined Solution**” means a combination of a Reseller’s Non-SFDC-Application and the Services.

“**Content**” means information obtained by SFDC from publicly available sources or third party content providers and made available to Customer through the Services or pursuant to an Order Form, as more fully described in the Documentation.

“**Customer**” means the entity that has contracted with Reseller to purchase subscriptions to use the Services, subject to the conditions of the TOU. Where Reseller is using the Services for its own purposes, Reseller shall be considered Customer.

“**Customer Data**” means any electronic data or information submitted by or for Customer to the Services, excluding Content and Non- SFDC Applications.

“**Documentation**” means the applicable Service’s [Trust and Compliance](https://www.salesforce.com/company/legal/trust-and-compliance-documentation/) documentation at <https://www.salesforce.com/company/legal/trust-and-compliance-documentation/>, and its usage guides and policies, as updated from time to time, accessible via help.salesforce.com or login to the applicable Service.

“**Malicious Code**” means code, files, scripts, agents or programs intended to do harm, including, for example, viruses, worms, time bombs and Trojan horses.

“**Marketplace**” means an online directory, catalog or marketplace of applications that interoperate with the Services, including, for example, the AppExchange located at <http://www.salesforce.com/appexchange>, Mulesoft Anypoint Exchange located at <https://www.mulesoft.com/exchange> or the Heroku Elements Marketplace located at <https://addons.heroku.com/>, and any successor websites.

“**Non-SFDC Application**” means Web-based, mobile, or offline software application functionality that interoperates with a Service, that is provided by Reseller, Customer, or a third party and/or is listed on a Marketplace including as Salesforce Labs or under similar designation. Non-SFDC Applications, other than those obtained or provided by Reseller or Customer, will be identifiable as such.

“**Order Form**” means the ordering document specifying the Services to be provided pursuant to the agreement between Customer and Reseller (which incorporates the TOU by reference), including any addenda, supplements, or additional product or quote special terms for the Services as required by SFDC.

“**Reseller**” means the entity that has contracted directly with SFDC to resell Services to its Customers and the entity that has contracted directly with Customer for the sale of a subscription to Services.

“**SFDC**” means the Salesforce company, as set forth in the “SFDC Entity” section below based on the Reseller’s domicile.

“**Services**” means the products and services that are ordered by Reseller to resell to Customer under an order form between Reseller and SFDC or through online purchasing portal and that are made available online by SFDC including associated SFDC offline or mobile components, as described in the Documentation. “Services” exclude Content and Non-SFDC Applications. For the avoidance of doubt, Services do not include any consulting, implementation or other professional services that may be offered by SFDC to Reseller or Customer.

“**User**” means an individual who is authorized by Customer to use a Service for the benefit of Customer, for whom Customer has purchased a subscription, and to whom Customer (or, when applicable, SFDC at Reseller’s request), has supplied a user identification and password (for Services utilizing authentication). Users may include, for example, Customer’s employees, consultants, contractors and agents, and third parties with which Customer transacts business.

2. USE OF SERVICES AND CONTENT

2.1. Subscriptions. Customer agrees that its purchases are not contingent on the delivery of any future functionality or features, or dependent on any oral or written public comments made by SFDC regarding future functionality or features.

2.2. Usage Limits. Embedded Edition Restriction. Services and Content are subject to usage limits specified in Order Forms or the Documentation. SFDC may share usage data about the Services by Customer and Users with Reseller to manage the provision of Services. In addition, Customer may use the Services solely as part of the Combined Solution in the form provided by Reseller, and unless otherwise indicated in an Order Form, may not create or use custom objects beyond those that appear in the Combined Solution in the form provided by Reseller or utilize Services functionality in excess of the functionality described in the Combined Solution's user guide.

2.3. Customer Responsibilities Customer will (a) be responsible for Users' compliance with the TOU, Order Form terms, and the Documentation, (b) be responsible for the accuracy, quality, and legality of Customer Data, the means by which Customer acquired Customer Data, Customer's use of Customer Data with the Services, and the interoperation of any Non-SFDC Applications with which Customer uses Services or Content, (c) use commercially reasonable efforts to prevent unauthorized access to or use of the Services, and notify SFDC or Reseller promptly of any such unauthorized access or use, and (d) use the Services only in accordance with the TOU, the Documentation, the Acceptable Use and External Facing Services Policy and the Artificial Intelligence Acceptable Use Policy both available at <https://www.salesforce.com/company/legal/agreements>, Order Forms and applicable laws and government regulations, and (e) comply with terms of service of any Non-SFDC Applications with which Customer uses Services or Content. Any use of the Services in breach of the foregoing by Customer or Users that in SFDC's judgment threatens the security, integrity or availability of SFDC's services, may result in SFDC's immediate suspension of the Services, however SFDC will use commercially reasonable efforts under the circumstances to provide Customer with notice and an opportunity to remedy such violation or threat prior to any such suspension.

2.4. Usage Restrictions. Customer will not (a) make the Services or Content available to anyone other than Customer or Users, or use Services or Content for the benefit of anyone other than Customer or its Affiliates, unless expressly stated otherwise in an Order Form or the Documentation, (b) sell, resell, license, sublicense, distribute, make available, rent or lease the Services or Content, or include Services or Content in a service bureau or outsourcing offering, (c) use the Services or Non-SFDC Application to store or transmit infringing, libelous, or otherwise unlawful or tortious material, or to store or transmit material in violation of third-party privacy rights, (d) use the Services or Non-SFDC Applications to store or transmit Malicious Code, (e) interfere with or disrupt the integrity or performance of the Services or third-party data contained therein, (f) attempt to gain unauthorized access to the Services or Content or their related systems or networks, (g) permit direct or indirect access to or use of Services or Content in a way that circumvents a contractual usage limit, or use the Services to access or use any of SFDC's intellectual property except as permitted under the TOU, an Order Form, or the Documentation, (h) modify, copy, or create derivative works based on a Service or any part, feature, function or user interface thereof, (i) copy Content except as permitted herein or in an Order Form or the Documentation, (j) frame or mirror any part of any Service or Content, other than framing on Customer's own intranets or otherwise for its own internal business purposes or as permitted in the Documentation, and (k) except to the extent permitted by applicable law, disassemble, reverse engineer, or decompile Services or Content, or access it to (1) build a competitive product or service, (2) build a product or service using similar ideas, features, functions or graphics of the Service, (3) copy any ideas, features, functions or graphics of the Service, or (4) determine whether the Services are within the scope of any patent.

Removal of Content and Non-SFDC Applications. If Customer receives notice that Content or a Non-SFDC Application must be removed, modified and/or disabled to avoid violating applicable law, third-party rights, the Acceptable Use and External Facing Services Policy or the Artificial Intelligence Acceptable Use Policy, Customer will promptly do so. If Customer does not take required action in accordance with the above or if in SFDC's judgment continued violation is likely to reoccur, SFDC may disable the applicable Content, Service and/or Non-SFDC Application until the potential violation is resolved. If requested by SFDC, Customer shall confirm such deletion and discontinuance of use in writing and SFDC shall be authorized to provide a copy of such confirmation to any such third party claimant or governmental authority, as applicable. In addition, if SFDC is required by any third party rights holder to remove Content or receives information that Content provided to Customer may violate applicable law or third-party rights, SFDC may discontinue Customer's access to Content through the Services.

2.5. Beta Services. From time to time, SFDC may make Beta Services available to Customer at no additional charge. Customer may choose to try such Beta Services or not in its sole discretion. Any use of Beta Services is subject to the Beta Services Terms at <https://www.salesforce.com/company/legal/agreements/>.

3. NON-SFDC PRODUCTS AND SERVICES

3.1. Non-SFDC Products and Services. SFDC or third parties may make available (for example, through a Marketplace or otherwise) third-party products or services, including, for example, Non-SFDC Applications and implementation and other consulting services. Any acquisition by Customer of such products or services, and any exchange of data between Customer and any non-SFDC provider, product or service is solely between Customer and the applicable non-SFDC provider. SFDC does not warrant or support Non-SFDC Applications or other non-SFDC products or services, whether or not designated by SFDC as "certified" or otherwise, unless expressly provided otherwise in an Order Form. SFDC is not responsible for any disclosure, modification or deletion of Customer Data resulting from access by such Non-SFDC Application or its provider.

3.2. Integration with Non-SFDC Applications. The Services may contain features designed to interoperate with Non-SFDC Applications. SFDC cannot guarantee the continued availability of such Service features, and may cease providing them without entitling Customer to any refund, credit, or other compensation, if for example and without limitation, the provider of a Non-SFDC Application ceases to make the Non-SFDC Application available for interoperation with the corresponding Service features in a manner acceptable to SFDC.

4. PROPRIETARY RIGHTS AND LICENSES

4.1. Reservation of Rights. Subject to the limited rights expressly granted hereunder, SFDC, its Affiliates, its licensors and Content providers reserve all rights, title and interest in and to the Services and Content, including all related intellectual property rights. No rights are granted to Customer hereunder other than as expressly set forth herein.

4.2. Access to and Use of Content. Customer has the right to access and use applicable Content subject to the terms of applicable Order Forms, the TOU and the Documentation.

4.3. License by Customer to SFDC. Customer grants SFDC, its Affiliates and applicable contractors a worldwide, limited-term license to host, copy, use, transmit and display any Non-SFDC Applications and program code created by or for Customer using the Services or for use by Customer with the Services, and Customer Data, each as necessary for SFDC to provide and ensure proper operation of, the Services and associated systems in accordance with the TOU and the Documentation. If

Customer chooses to use a Non-SFDC Application with a Service, Customer grants SFDC permission to allow the Non-SFDC Application and its provider to access Customer Data as required for the interoperability of that Non-SFDC Application with the Service. Subject to the limited licenses granted herein, SFDC acquires no right, title or interest from Customer or its licensors under the TOU in or to any Customer Data, Non-SFDC Application or such program code.

4.4. License by Customer to Use Feedback. Customer grants to SFDC and its Affiliates a worldwide, perpetual, irrevocable, royalty-free, license to use and incorporate into its services any suggestions, enhancement, requests, recommendations, correction, or other feedback provided by Customer or its Users, relating to the operation of SFDC's or its Affiliates' services.

4.5. Federal Government End Use Provisions. SFDC provides the Services, including related software and technology, for ultimate federal government end use in accordance with the following: The Services consist of "commercial items," as defined at FAR 2.101. In accordance with FAR 12.211-12.212 and DFARS 227.7102-4 and 227.7202-4, as applicable, the rights of the U.S. Government to use, modify, reproduce, release, perform, display, or disclose commercial computer software, commercial computer software documentation, and technical data furnished in connection with the Services shall be as provided in this TOU, except that, for U.S. Department of Defense end users, technical data customarily provided to the public is furnished in accordance with DFARS 252.227-7015. If a government agency needs additional rights, it must negotiate a mutually acceptable written addendum to this TOU specifically granting those rights.

5. TERM AND TERMINATION

Termination and/or Suspension of the Services. Customer's use of the Services may be terminated and/or suspended, at SFDC's option, (a) upon 30 days notice from SFDC to Reseller and/or Customer of a material breach of the terms of the TOU, the Documentation or Order Forms by Customer or any User if such breach remains uncured at the expiration of such period or (b) upon 10 days notice from SFDC to Reseller and/or Customer if Reseller breaches its payment obligations to SFDC with respect to the Services subscriptions it is reselling to Customer in connection with the TOU. Customer's use of the Services may be immediately terminated and/or suspended, at SFDC's option, upon notice by SFDC to Reseller and/or Customer (unless SFDC determines that such notice may not be permitted under applicable law) if, in SFDC's good faith assessment, Reseller or Customer is in violation of applicable anti-corruption laws and regulations or export and economic sanctions laws and regulations.

5.1. Termination of Reseller's Agreement with SFDC. Following any termination or expiration of Reseller's agreement with SFDC authorizing Reseller to resell the Services, each Customer subscription to the Services outstanding at the time of such termination or expiration ("**Legacy Order**") shall remain in effect until the end of its subscription term, and shall continue to be governed by the TOU, provided that Customer is not in breach of the TOU and SFDC has received all payments due in connection with such Legacy Orders. Except as provided herein, following a termination or expiration of Reseller's agreement with SFDC, SFDC is under no obligation to provide the Services directly to Customer, or to assume a direct contractual relationship with Customer.

5.2. Shared Orgs. Customer acknowledges that if the Services are provisioned in the same Org in which SFDC services purchased from SFDC and/or another third party are also provisioned, access to such Org may be suspended or terminated due to breach of the agreement governing such other SFDC services, and that in no case will any such termination or suspension give rise to any liability to Customer for a refund or other compensation.

5.3. No Refunds upon Termination. To the maximum extent permitted by applicable law, in no case will any termination, expiration, or suspension of the Services, the TOU, or Reseller's agreement with SFDC give rise to any liability of SFDC to Customer for refunds or damages.

6. WARRANTY DISCLAIMER

AS BETWEEN SFDC AND CUSTOMER, SFDC MAKES NO WARRANTY OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, AND SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW. CONTENT IS PROVIDED "AS IS," AND AS AVAILABLE EXCLUSIVE OF ANY WARRANTY WHATSOEVER.

7. INDEMNIFICATION

Customer will defend SFDC and its Affiliates against any claim, demand, suit or proceeding made or brought against SFDC by a third party (a) alleging that the combination of a Non-SFDC Application or configuration provided by Customer and used with the Services infringes or misappropriates such third party's intellectual property rights or (b) arising from (i) Customer's use of the Services or Content in an unlawful manner or in violation of the TOU, the Customer's agreement with Reseller, the Documentation, or Order Form, (ii) any Customer Data or Customer's use of Customer Data with the Services, or (iii) a Non-SFDC Application provided by Customer (each a "**Claim Against SFDC**"), and will indemnify SFDC for any damages, attorney fees and costs finally awarded against SFDC as a result of, or for any amounts paid by SFDC under a settlement approved by SFDC in writing of, a Claim Against SFDC; provided that SFDC:

(A) promptly gives Customer written notice of the Claim Against SFDC, (B) gives Customer sole control of the defense and settlement of the Claim Against SFDC (provided that Customer may not settle or defend any Claim Against SFDC unless it unconditionally releases SFDC of all liability), and (C) provides to Customer all reasonable assistance, at Customer's expense.

8. NO LIABILITY

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL SFDC HAVE ANY LIABILITY TO CUSTOMER OR ANY USER FOR ANY DAMAGES RELATED TO CUSTOMER'S PURCHASE OR USE OF THE SERVICES PURSUANT TO THESE TERMS OF USE, INCLUDING BUT NOT LIMITED TO DIRECT, INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES, OR DAMAGES BASED ON LOST PROFITS, HOWEVER CAUSED AND, WHETHER IN CONTRACT, TORT OR UNDER ANY OTHER THEORY OF LIABILITY, WHETHER OR NOT CUSTOMER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

9. GENERAL

SFDC Entity. The following section specifies the SFDC entity referenced in the TOU, depending on where the Reseller is domiciled. Any notices that SFDC is required to provide to customers under the Documentation shall be provided by SFDC to the Reseller or Customer as determined by SFDC in its sole discretion based on the circumstances and designated contact information for notices available to SFDC in the Services

10. NO LIABILITY

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL SFDC HAVE ANY LIABILITY TO CUSTOMER OR ANY USER FOR ANY DAMAGES RELATED TO CUSTOMER'S PURCHASE OR USE OF THE SERVICES PURSUANT TO THESE TERMS OF USE, INCLUDING BUT NOT LIMITED TO DIRECT, INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES, OR DAMAGES BASED ON LOST PROFITS, HOWEVER CAUSED AND, WHETHER IN CONTRACT, TORT OR UNDER ANY OTHER THEORY OF LIABILITY, WHETHER OR NOT CUSTOMER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

11. GENERAL

SFDC Entity. The following section specifies the SFDC entity referenced in the TOU, depending on where the Reseller is domiciled. Any notices that SFDC is required to provide to customers under the Documentation shall be provided by SFDC to the Reseller or Customer as determined by SFDC in its sole discretion based on the circumstances and designated contact information for notices available to SFDC in the Services.

For Resellers domiciled in North or South America	
Resellers domiciled in	SFDC entity:
Any country in North or South America other than Brazil or Canada	Salesforce, Inc. (f/k/a salesforce.com, inc.), a Delaware corporation
Brazil	Salesforce Tecnologia Ltda.
Canada	salesforce.com Canada Corporation, a Nova Scotia corporation

For Resellers domiciled in Europe, the Middle East, or Africa	
If Reseller is domiciled in:	SFDC entity:
Any country other than France, Germany, Italy, Spain, or the United Kingdom	SFDC Ireland Limited, a limited liability company incorporated in Ireland
France	salesforce.com France, a French S.A.S company
Germany	salesforce.com Germany GmbH, a limited liability company, incorporated in Germany
Italy	salesforce.com Italy S.r.l., an Italian limited liability company
Spain	Salesforce Systems Spain, S.L., a limited liability company incorporated in Spain
United Kingdom	Salesforce UK Limited, a limited liability company incorporated in England

For Resellers domiciled in Asia or the Pacific Region	
If Reseller is domiciled in:	SFDC entity:
Any country other than Australia, India, Japan, or New Zealand	salesforce.com Singapore Pte Ltd, a Singapore private limited company
Australia or New Zealand	SFDC Australia Pty Ltd
India	salesforce.com India Private Limited, a company incorporated under the provisions of the Companies Act, 1956 of India
Japan	Salesforce Japan Co., Ltd. (f/k/a Kabushiki Kaisha Salesforce.com), a Japan corporation

11.1. Export Compliance. The Services, Content, other SFDC technology, and derivatives thereof may be subject to export laws and

regulations of the United States and other jurisdictions. Customer represents that it and its Users are not on any U.S. government denied-party list. Customer will not permit any User to access or use any Service or Content in a U.S.-embargoed country or region (currently the Crimea, Luhansk or Donetsk regions, Cuba, Iran, North Korea, or Syria) or as may be updated from time to time at <https://www.salesforce.com/company/legal/compliance/> or in violation of any U.S. export law or regulation.

11.2. Anti-Corruption. Customer acknowledges that it has not received or been offered any illegal or improper bribe, kickback, payment, gift, or anything of value from an employee or agent of SFDC or Reseller in connection with the Services.

11.3. Waiver. No failure or delay by SFDC in exercising any right under the TOU will constitute a waiver of that right.

11.4. Severability. If any provision of the TOU is held by a court of competent jurisdiction to be contrary to law, the provision will be deemed null and void, and the remaining provisions of the TOU will remain in effect.

11.5. Further Contact. SFDC may contact Customer or Users regarding new and enhanced SFDC service features and offerings.

11.6. Third Party Beneficiary. The TOU are between Customer and Reseller; for the avoidance of doubt, SFDC is not a party to the TOU. SFDC is a third party beneficiary to the agreement between Customer and Reseller solely as it relates to the TOU, and SFDC is entitled to enforce and benefit from any term in the TOU.

11.7. Order of Precedence. With respect to the subject matter discussed herein, in the event of any conflict or inconsistency between the TOU and any other terms or conditions in Customer's agreement or Order Form, the TOU shall prevail.

Titles and Headings. Titles and headings of sections of this TOU are for convenience only and shall not affect the construction of any provision of this TOU



Atamis Support - Service Management

V2.0

Updated November 2025



Version Control

Change Reason	Version	Date	Who
New document structure	2.0	17/11/2025	Travis Crouch

Introduction

This Service Management document serves as a comprehensive guide to the support services, processes, and standards provided by Atamis.

Its purpose is to ensure transparency and set clear expectations between Atamis and its clients, forming the basis of a successful service partnership. The document provides a definitive framework for all support-related interactions, defining the scope of service, key responsibilities, communication channels, and the metrics by which service quality is measured.

The following sections detail the minimum service levels provided by Atamis Support for all clients who pay annual subscription fees which include standard support. It also outlines the available paid upgrade options for clients wishing to exceed these standard service levels.

Please be aware of the following important conditions:

- This document provides a general service framework; it does not replace or supersede any specific terms provided in your organisation's formal proposal or contract. In case of any discrepancy, the terms of your contract shall prevail.
- Public sector organisations participating in regional or group procurement solutions should consult directly with their contracting authority to confirm their specific service level terms.

Scope of Service

In Scope

The Atamis Support service covers the following for authorised support contacts:

- **System Availability:** Ensuring the platform meets the agreed uptime percentage of 99.9%.
- **System Bug Fixes:** Investigation and resolution of defects within the Atamis system. Support for this is unlimited.
- **End User Support:** Assistance provided to designated support contacts on topics such as user guidance, forgotten passwords, system errors, and administrative help.
- **Supplier Support:** Direct support for suppliers on topics like basic how-to questions and end-user assistance.

Out of Scope

The Atamis Support service does not cover the following activities. These may be available as a separate, chargeable service:

- Inquiries related to new configurations, feature requests, or ad-hoc data maintenance requests will be directed to the appropriate department for consideration and may incur additional fees at SFIA day rates.
- End-user training and the creation of bespoke training materials.
- Support for issues arising from third-party software, client-side network problems, or integrations not managed by Atamis.

Roles and Responsibilities

Atamis Support Responsibilities

- Provide support during the hours specified in the client's support plan.
- Acknowledge receipt of a new support case to the case owner.
- Review and assign correct priority level (PL1-PL4) to each case based on the definitions in this document.
- Use all reasonable efforts to meet the target response and resolution times.
- Communicate a proposed resolution or provide a statement detailing the steps and estimated timelines to resolve the issue and provide a workaround or action plan where one exists.

Client Responsibilities

- Appoint designated support contacts who are authorised and trained users of the Atamis system.
- Ensure all support requests are logged through the official channels outlined in this document.
- Provide a clear, detailed description of the issue, including any error messages, screenshots, and steps to replicate the problem.
- Collaborate with the Atamis support team by providing timely responses to requests for additional information.

Support Levels and Response Times

The following service level and support response times will be met:

Criteria	Standard Support	Premium Support
Atamis System Availability	99.9%	99.9%
Number of Customer Support Contacts	Greater of 3 or the number of super users purchased Support for all suppliers	Greater of 10 or the number of super users purchased Support for all suppliers

End User Support	Email or System Logged Case Live Chat (When Available)	Telephone, Email or System Logged Case Live Chat (When Available)
Support Hours	9 – 5 (UK) Monday – Friday	8 – 6 (UK) Monday - Friday
Target Initial Response Time	PL1 – 1 hour PL2 – 2 hours PL3 – 4 hours PL4 – 8 hours	PL1 – 30 minutes PL2 – 1 hour PL3 – 2 hours PL4 – 4 hours
Target Resolution or Action Plan Time for Support Issues	PL1 – 8 working hours PL2 – 24 working hours PL3 – 48 working hours PL4 – 72 working hours	PL1 – 4 working hours PL2 – 8 working hours PL3 – 24 working hours PL4 – 48 working hours

Support Level Definitions

Priority Levels

Criteria	Definition
Nobody can sign in or use Atamis (Full solution down) – (PL1)	Full Atamis solution downtime, no customer users able to access Atamis solution.
A major feature is broken (Partial loss of service or some users unable to access) – (PL2)	Partial loss of service to the Atamis solution, some users unable to access the Atamis solution, access problems may have significant impact on existing tender projects
I have an issue that's slowing me down (Some service degradation, minor access and usage issues) – (PL3)	Some service degradation but all users able to access the Atamis solution, users experiencing minor access and usage issues, problems may have some impacts on existing tender projects
I have a question (User requests for product assistance or guidance) - (PL4)	User requests for assistance, guidance, forgotten passwords, etc.

Other Definitions

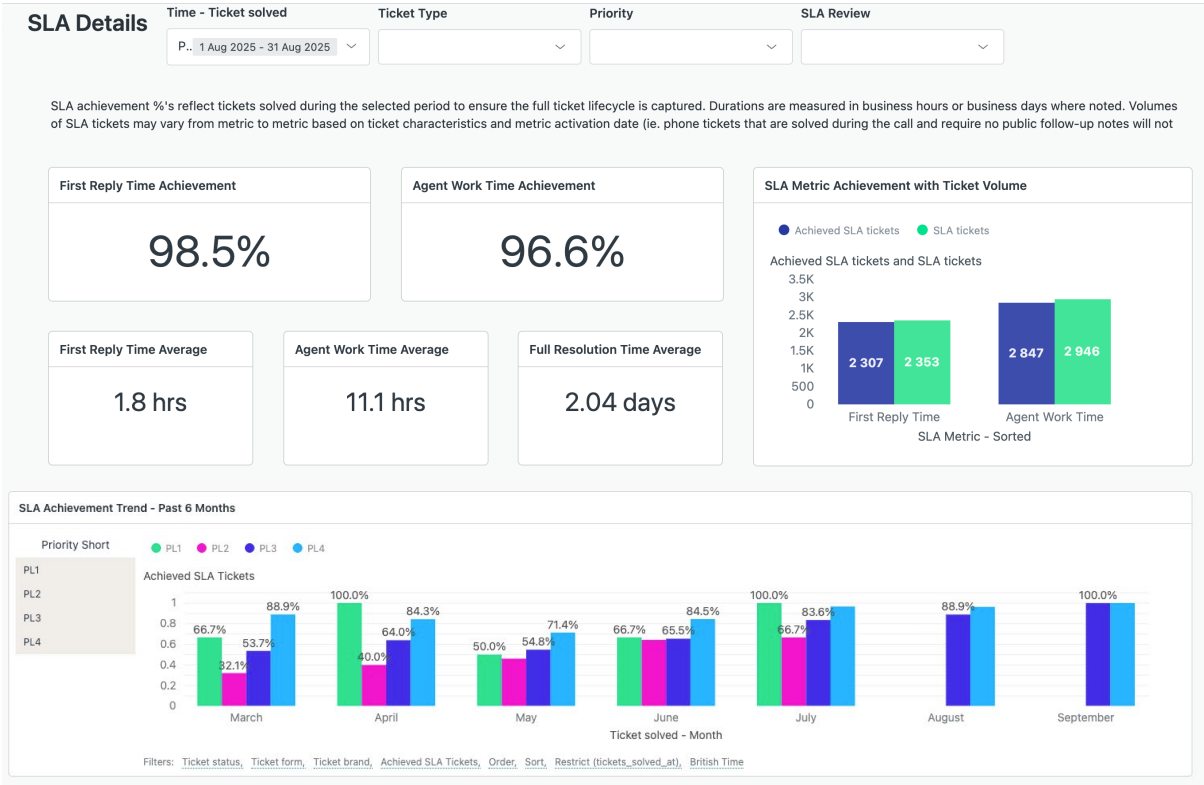
	Definition
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Number of customer support contacts	Outlines an organisation's designated support contact representatives who are authorized and trained users of the Atamis system who can submit cases to the support team.
End User Support	Support is provided to support contacts for end-user assistance, administrative assistance, system bugs and system errors. Inquiries related to new configurations, feature requests, or ad-hoc data maintenance requests will be directed to the appropriate department for consideration and may incur additional fees at SFIA day rates. Suppliers support is provided for all suppliers related to end-user assistance, basic how-to questions, and other issues.
Initial Response	Atamis communicates to the case owner acknowledgement of the issue
Delivery of a Solution or Action Plan	Atamis communicates to the case owner with a proposed resolution to solve the reported issue or a statement is provided detailing the steps and estimated timelines to resolve the issue.

Reporting

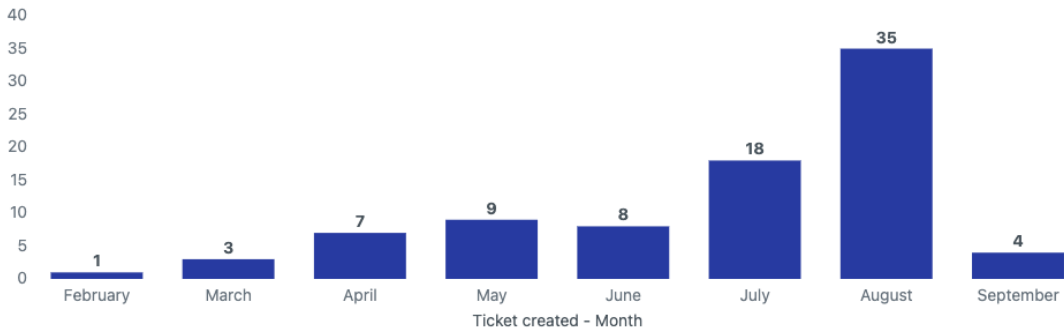
Atamis leverages Zendesk’s built-in reporting and analytics capabilities to provide clients with transparent, data-driven insight into their service experience. Through standardised dashboards and scheduled reports, clients gain visibility of ticket volumes, response and resolution times against agreed SLAs, and emerging trends such as recurring issues or high-demand areas. These reports support proactive service management by highlighting performance, enabling continuous improvement, and ensuring accountability.

Example 1: SLA metric performance

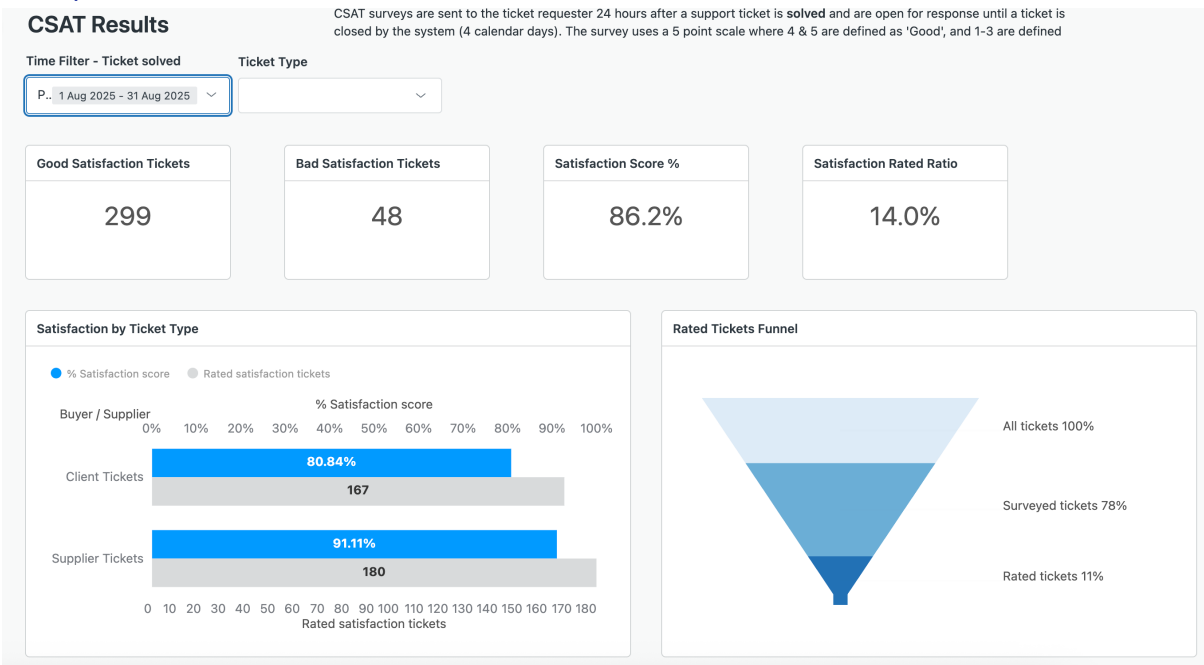


Active Breached Tickets by Month Created

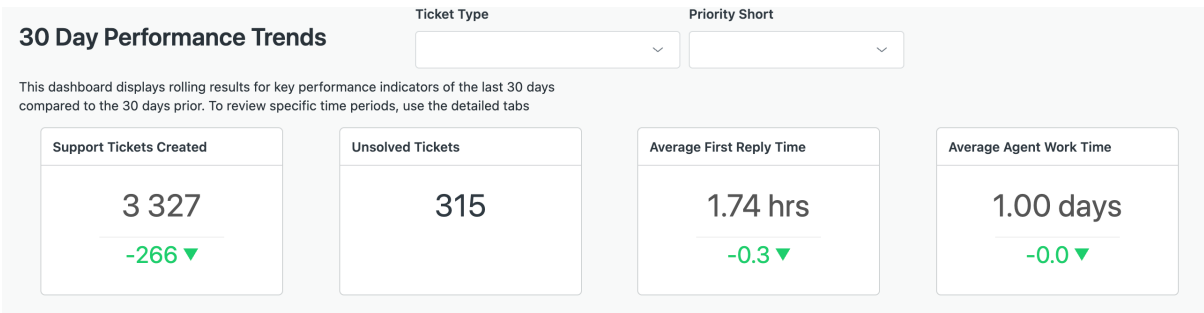
Breached SLA tickets



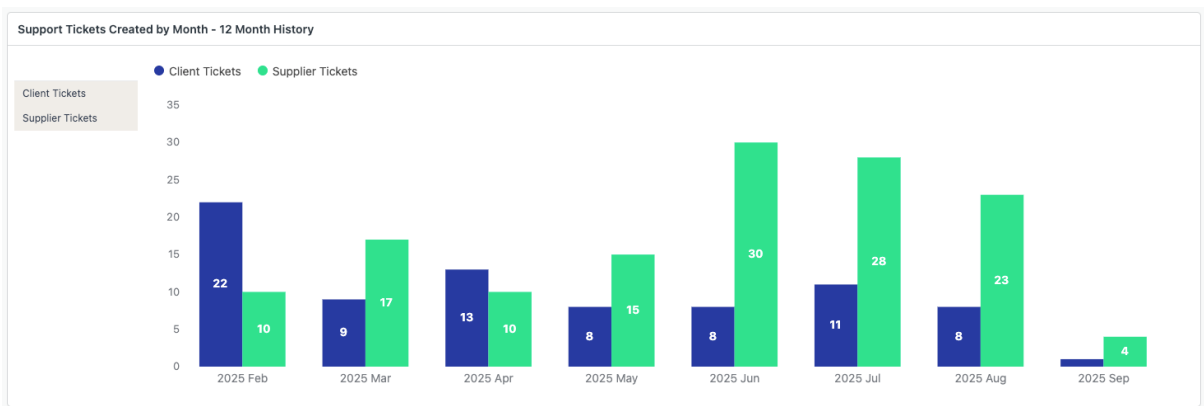
Example 2: Client Satisfaction results



Example 3: 30 day trends to show direction of travel

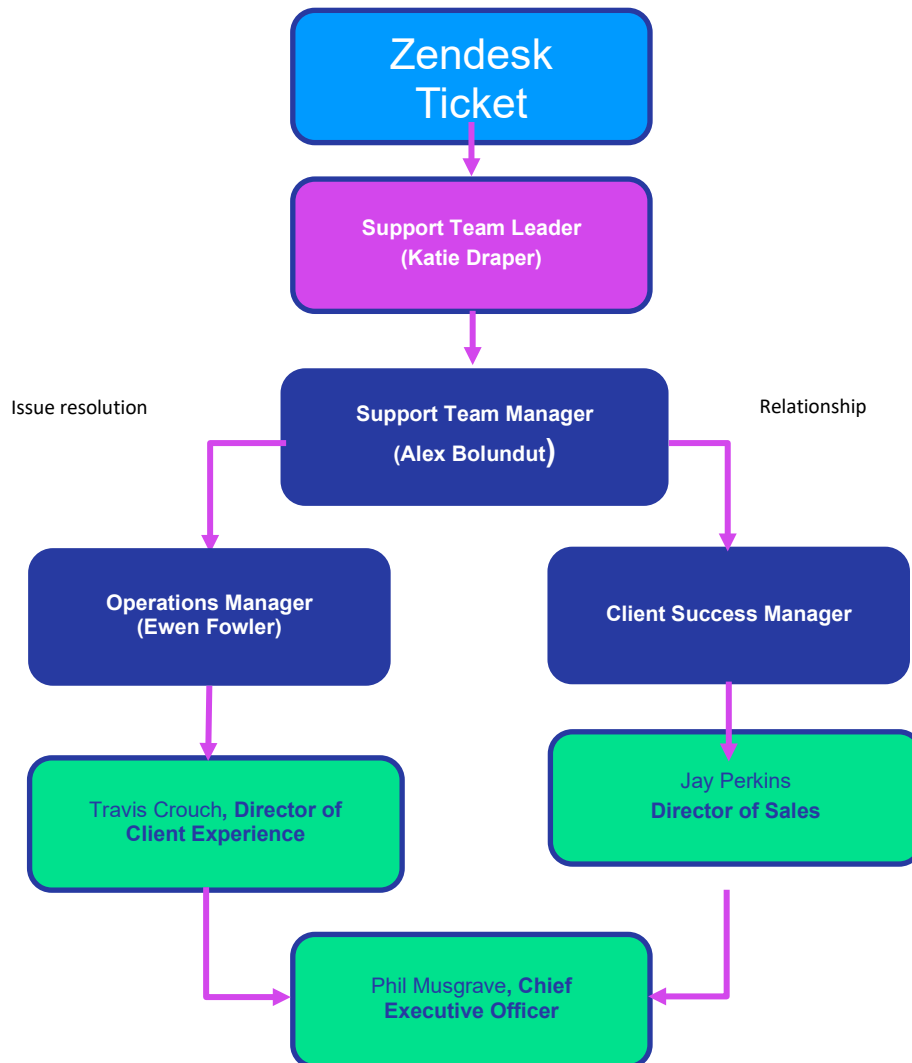


Example 3: 12 month trend tickets created split by supplier and client



Escalation routes

Following the below defined route ensures efficient handling of critical issues or disputes. Escalation on a Zendesk ticket is simply to CC the relevant name on the ticket and all information will be recorded against the ticket.



Travis Crouch
Katie Draper
Alex Bolundut
Jay Perkins
Phil Musgrave

Travis.crouch@atamis.co.uk
katie.draper@atamis.co.uk
alexandra.bolondut@atamis.co.uk
jay.perkins@atamis.co.uk
phil.musgrave@atamis.co.uk

Service Levels – Storage & Spend Analysis

In addition to the standard Atamis Service Levels, Atamis users are subject to the following service limits in relation to the regular provision of data.

Storage

New Atamis systems and those provisioned after 2015 can have up to 5,000,000 rows of data (from all expenditure, contracts, suppliers, portal users, etc.) as standard. Systems provisioned before 2015 can have 500,000 rows. Additional data storage can be purchased for a fee.

Atamis systems have provision for file storage of 10GB + 2GB per licenced user. Additional file storage can be purchased for a fee.

Spend Data Reloads (Spend Analysis)

1 data reload request is permitted per file submitted where requested within 1 month of the original load. Additional reloads will incur a fee.

Spend File Format Change Requests (Spend Analysis)

4 minor changes to submission format per year (e.g. extra column). Additional changes are subject to the Atamis agreement. Please provide advanced notice of format changes to Atamis and allow up to three weeks for changes to be made.

Contract File Format Change Requests

2 minor changes to submission format per year (e.g. extra column). Additional changes are subject to the Atamis agreement. Please provide advanced notice of format changes to Atamis and allow up to two weeks for changes to be made. Multiple simultaneous submission methods such as Portal Loads *and* spreadsheets cannot be supported.

Schedule 3: Fees

Cost of Investment Year