

TERMS AND CONDITIONS

These terms and conditions (**Terms**) apply to the written quote(s) (**Quote**) agreed between Ministry of Ideas Registered Limited with registered address at Bridge House, The Waterfront, Brierley Hill, West Midlands, DY5 1XR (**MOI**), and the company detailed in the Quote (**you**), in relation to the supply by MOI to you of one or more of the following solution elements (**Solution**):

- the **Software** - the desktop (rich) client software, web client software, mobile device software, database, API, reports and associated technology
- the **Data Services** - third party data and services accessed via supplier API and measured by transaction
- the **Documentation** - user manuals, training manuals, release notes, statement of works, project plans, import templates and all similar documents produced to assist with delivery and use of the Solution
- the **SaaS Service** – the multi-tenant platform supplied by MOI and detailed more fully in the SaaS Service Description document available by request
- the **Hardware** – the third-party hardware units
- the **Professional Services** – any service sold by day or part day on a fixed or time and materials basis, including development, training, consulting, deployment, project management and other similar services.
- the **Support Service** (for Software and / or Hardware) – the provision of a problem tracking and software/hardware maintenance, repair and update services as described in paragraph 1 of Schedule 1 and paragraph 2 of Schedule 2.

For the avoidance of doubt, the Quote must be formally accepted by MOI in order for it to be binding on MOI.

1. LICENCE TO USE SOFTWARE AND DOCUMENTATION

Grant of licence

- 1.1. In consideration of the payment of the fee included in the Quote (**Fee**), MOI hereby grants to you a non-exclusive and non-transferable (other than in accordance with clause 10) right to use the Software and the Documentation in accordance with these Terms.
- 1.2. MOI does not sell the Software or Documentation to you, and MOI remains the owner of the Software and Documentation at all times.
- 1.3. You may: download, install (as appropriate) and use the Software for your internal business purposes only; use the Software in connection with the agreed number of databases; use any Documentation in support of the use permitted under these Terms and make only necessary copies of the Documentation as is reasonably necessary for your lawful use, provided such copies are treated as confidential materials at all times.
- 1.4. Depending on the Solution that MOI has agreed to supply to you, MOI may update or require you to update the Software from time to time.
- 1.5. Your Affiliates shall also be entitled to benefit from the Solution, provided that:
 - a) **Affiliate** shall mean your holding company and your subsidiary companies (as defined by the Companies Act 2006);
 - b) You agree to ensure that the Affiliate complies with these Terms at all times, and you will be responsible for the acts and omissions of the Affiliate as though they were your acts and omissions;
 - c) In the event a company ceases to be an Affiliate, you must notify MOI immediately. You will continue to be responsible for the Affiliate pursuant to clause 1.5(b) until such time as the Affiliate ceases to use the Solution, or MOI enters into a new and separate agreement with the Affiliate, or until agreed otherwise with MOI.
 - d) At your request, MOI shall not unreasonably refuse to extend the definition of Affiliate to include one or more identified joint venture and/or special purpose vehicles in which you or any Affiliate is involved.

MOI's rights

- 1.6. You must allow MOI and its representatives to inspect and have remote and/or physical access to any server on which the Software is kept or used at all reasonable times and on reasonable advance notice.
- 1.7. If MOI notifies you that you are in breach of these Terms in any way with respect to usage requirements, you must remedy the breach within 14 days of such notification.
- 1.8. In addition, MOI reserves the right, without liability to you, to disable your access to any material that breaches the provisions of clause 1 and to immediately suspend access to the SaaS Service or (where the Software is installed on your servers) to withdraw the Support Service and/or Professional Services.
- 1.9. MOI reserves the right to levy additional fees to reflect the Fees that would have been payable had your usage been approved in advance by MOI.

Restrictions

- 1.10. Except as expressly set out in these Terms or as permitted by any applicable law, you undertake not to:

- a) attempt to copy the Software (except where such copying is incidental to normal use of the Software or where it is necessary for the purpose of back-up or operational security) or the Documentation other than as permitted by clause 1.3;
- b) modify, duplicate, create derivative works from, frame, mirror, republish, download, display, transmit, or distribute all or any portion of the Software and/or Documentation and/or Solution (as applicable) in any form or media or by any means;
- c) attempt to de-compile, disassemble, reverse engineer or otherwise reduce to human-perceivable form all or any part of the Software;
- d) access all or any part of the Solution in order to build a product or service which competes with the Solution;
- e) use the Solution to provide an 'ASP' or bureau service to third parties without MOI's prior written consent;
- f) allow or suffer any subscription to be used by more than one individual user unless it has been reassigned in its entirety to another individual user, in which case the original user shall no longer have any right to access or use the Solution;
- g) license, sell, rent, lease, transfer, assign, distribute, or otherwise make the Solution available to any third party other than as permitted by clause 1.5 or 10;
- h) access, store, distribute or transmit any viruses, or any material during the course of its use of the Software that: is unlawful, harmful, threatening, defamatory, obscene, infringing, harassing or racially or ethnically offensive; facilitates illegal activity; depicts sexually explicit images; promotes unlawful violence; is discriminatory based on race, gender, colour, religious belief, sexual orientation, disability, or any other illegal activity; or causes damage or injury to any person or property; nor
- i) permit the Software or any part of it to be combined with, or become incorporated in, any other programs, other than for the purpose of creating and maintaining third party application interfaces designed and maintained by MOI or by you with MOI's prior written consent.

1.11. The integrity of the Solution may be protected by technical protection measures (TPM) so that the intellectual property rights, including copyright, in the Software of MOI are not misappropriated. Whether TPM is in place or otherwise, you must not attempt in any way to remove or circumvent such TPM, nor to apply, manufacture, import, distribute, sell, let for hire, offer, expose or advertise for sale for hire or have in your possession for private or commercial purposes, any means whose sole reasonable purpose is to facilitate the unauthorised removal or circumvention of such TPM.

Additional obligations

1.12. In addition, you undertake:

- a) to supervise and control use of the Solution and ensure that your employees, representatives and other authorised users access and use the Solution in accordance with these Terms;
- b) to limit the number of users that you allow to access and use the Solution to the number of subscriptions you have purchased for that element of the Solution;
- c) to include MOI's copyright notice on all entire and partial copies you make of the Software and/or Documentation on any medium;
- d) to ensure that all passwords and other security information are kept secure and confidential in accordance with industry best practise, including applying appropriate password policies (including frequency of change); and
- e) to ensure that you maintain up to date and appropriate antivirus precautions in accordance with industry best practice.

Third party software

1.13. Where MOI maintains a third-party interface for you, you will notify MOI in advance of any change to the third-party system and agree a plan to test any changes before they are applied into the supported production system.

1.14. Any third-party software supplied to you as part of the Solution are licensed to you under the terms of the original licensor's agreement which is supplied with such third-party software (including the restrictions on use, warranty, and support) and;

- a) you shall comply with the terms of the original licensor's agreement at all times;
- b) in the event you are required to accept a third party's end user licence agreement, you will do so promptly upon MOI's request; and
- c) in the event the licensor substantially increases its fees during the term of our agreement, MOI (acting reasonably) reserves the right to pass on that increased cost to you in return for your continued use of the third-party software as part of the Solution. Should MOI do so, you shall have the right to terminate your use of that third-party software by giving MOI not less than 90 days' written notice. Such termination shall not affect the continuance in force of these Terms in relation to the rest of the Solution.

2. SUPPLY OF SUPPORT SERVICES AND PROFESSIONAL SERVICES

- 2.1. Subject to payment of the applicable Fees, MOI shall provide the Support Services and/or the Professional Services (**Services**) to you.
- 2.2. You agree to comply with the additional Support Services terms and conditions set out in Schedule 1 to these Terms.
- 2.3. The parties will agree mutually convenient times for the delivery of the Professional Services. Where such dates are booked in advance, you understand that you are required to commit appropriate resources to allow MOI to perform the Professional Services.
- 2.4. For any advance bookings for Professional Services which are cancelled by you, MOI will not make any refund of pre-paid Fees where fewer than five business days' notice are given.
- 2.5. The Services shall be delivered with a level of care and skill consistent with IT industry best practice.
- 2.6. You undertake to:
 - a) provide MOI with all necessary information, support and co-operation in a timely manner;
 - b) provide to MOI at no charge adequate office accommodation, a secure work space, and access to telephone services and e-mail; and
 - c) allow MOI at no charge to use the computers, equipment, operating systems and software and any other relevant items at your premises, and access all relevant areas of your premises;in each case, as may be reasonably required by MOI in order to carry out the Services.
- 2.7. In addition, you undertake to:
 - a) ensure that the premises at which the Services are to be carried out comply at all times with all applicable law and best practice, including any relevant regulations regarding health and safety;
 - b) carry and maintain public liability insurance and employer's liability insurance, covering your employees, suppliers and contractors in amounts no less than required by the applicable law; and
 - c) obtain all necessary consents, permissions and authorisations as would reasonably be expected from a customer of the Services in order to enable MOI to provide the Services to you.

3. SUPPLY OF HARDWARE

- 3.1. The quantity and description of the Hardware shall be as set out in the Quote.
- 3.2. You agree to comply with the additional Hardware terms and conditions set out in Schedule 2 to these Terms.
- 3.3. MOI shall use reasonable endeavours to transfer to you the benefit of any warranty or guarantee given to us by the Hardware manufacturer.
- 3.4. Title to the Hardware will pass to you upon receipt by MOI of the purchase price in cleared funds. The Hardware shall be at your risk following delivery to you.
- 3.5. You may not cancel nor return an order for Hardware once it has been accepted by MOI.
- 3.6. Should you notify us that any Hardware does not correspond with these Terms or the description set out in the Quote, you agree to allow MOI to inspect the Hardware. MOI's liability in respect of the Hardware is limited to (at MOI's discretion) returning any defective Hardware to the manufacturer for processing under the manufacturer's warranty or guarantee, or replacing any defective Hardware on a like for like basis.

4. PAYMENT

- 4.1. Unless otherwise stated in the Quote, MOI's payment terms are:
 - a) for Software subscription, Support Services and SaaS Services, in advance of the agreed subscription period which commences on the first day of the first full month following approval of the quote;
 - b) for Data Services transaction bundles, Professional Services, perpetual Software licences or Hardware, payment in advance of delivery.
- 4.2. If you fail to make any payment by the due date, MOI reserves the right to charge you interest on the overdue amount in accordance with the Late Payment of Commercial Debts (Interest) Act 1998. Such interest shall accrue on a daily basis from the due date until the date of actual payment of the overdue amount, whether before or after judgment. You shall pay the interest immediately on demand by MOI.
- 4.3. MOI or any other Innovise Ltd Group Company may, to the extent permitted by Applicable Law, deduct from and set off against any amounts, owed by you from time to time, including amounts payable in connection with any Innovise Ltd Group Subsidiary or Affiliate, or other compensation owed by you to MOI or Innovise Ltd, including any of its Subsidiary or Affiliate companies. You shall remain liable for any part of the payment obligation not satisfied through such deduction and setoff.

4.4. MOI may include mechanisms to inhibit, limit or prevent normal operation of the Software and/or other elements of the Solution, and reserves the right to activate these or to otherwise suspend the delivery of Services or SaaS Services until you make all payments due in line with the payment terms.

5. **WARRANTIES**

- 5.1. You acknowledge and agree that you have selected the Software and the Hardware on the basis that you consider it to be fit for your intended purpose, that you have carried out all necessary due diligence to ensure that it is suitable for your requirements and you have not relied on any statement made by MOI other than as set out in these Terms.
- 5.2. Consequently, all terms and conditions which would otherwise be implied into these Terms by statute, common law or otherwise are expressly excluded. In particular, MOI gives no warranty that the Solution will be uninterrupted, or that any part of the Solution will be error-free or fit for your intended purpose.
- 5.3. MOI warrants that during the period of 90 days after the supply of the Software to you and each subsequent update of the Software (**Warranty Period**), the Software will perform substantially in accordance with the description in the Documentation (provided that the Software is properly used on the computer and with the operating system for which it was designed as referred to in the Documentation). If, within the Warranty Period, you notify MOI in writing that the Software fails to comply with this warranty, and such failure does not result from you having amended the Software or used it in contravention of these Terms, MOI will, at its sole option, repair or replace the Software, provided that you make available all the information that may be necessary to assist MOI in resolving the defect or fault that caused the failure, including sufficient information to enable MOI to recreate that defect or fault.
- 5.4. MOI warrants on an ongoing basis that it;
- shall perform the Services in accordance with all applicable laws;
 - has, and will continue to have, all necessary rights in and to any Intellectual Property Rights (as defined in section 9 below) in the Solution (and any modification or upgrade to it), which are used to perform MOI's obligations under these Terms, and
 - has and shall continue to hold all consents and permissions necessary for it to provide the Solution in accordance with these Terms, save as fall within the scope of clause 2.7(a).

6. **LIABILITY**

- 6.1. Nothing in these Terms excludes or limits the liability of either party for:
- death or personal injury caused by MOI's negligence;
 - fraud or fraudulent misrepresentation;
 - a breach of clause 19 (Bribery and Corruption / Modern Slavery); or
 - any other liability that cannot be excluded or limited under the applicable law.
- 6.2. Subject to clause 6.1, MOI shall not in any circumstances be liable, whether in tort (including without limitation for negligence or breach of statutory duty howsoever arising), contract, misrepresentation (whether innocent or negligent) or otherwise for:
- loss of profits or anticipated savings;
 - loss of business, goods, contract or use;
 - depletion of goodwill or similar losses;
 - loss or corruption of data or information; or
 - any special, indirect, consequential or pure economic loss, costs, damages, charges or expenses.
- 6.3. Subject to clauses 6.1 and 6.2, MOI's total liability in contract, tort (including, without limitation, negligence and breach of statutory duty howsoever arising), misrepresentation (whether innocent or negligent), restitution or otherwise, arising in connection with the performance of the Solution shall be limited to:
- the remedy stated in clause 3.6 in respect of any Hardware that does not correspond with these Terms or the description set out in the Quote;
 - the remedy stated in clause 5.3 in respect of MOI's breach of clause 5.3 (Intellectual Property Rights warranty);
 - £1 million with regards to MOI's breach of clause 7 (Confidential Information) or 17 (Data Protection);
 - £1 million with regards to any damage to tangible property caused by MOI; and
 - in all other circumstances, an amount equal to 125% of the Fees paid by you for the relevant element of the Solution in the twelve months prior to any such liability arising.
- 6.4. Subject to clause 6.1, your total liability in contract, tort (including, without limitation, negligence and breach of statutory duty howsoever arising), misrepresentation (whether innocent or negligent), restitution or otherwise, arising in connection with these Terms: shall be limited to:

- a) shall not be limited with regards to your breach of clause 1.3 or 1.10 (Licence), clause 7 (Confidential Information) or 17 (Data Protection);
 - b) shall not be limited with regards to your infringement of our or our licensors' Intellectual Property Rights; and
 - c) in all other circumstances, an amount equal to 125% of the Fees payable by you for the Solution in the twelve months prior to any such liability arising.
- 6.5. MOI shall have no liability to you under these Terms if it is prevented from or delayed in performing its obligations under these Terms, or from carrying on its business, by acts, events, omissions or accidents beyond its reasonable control.

7. CONFIDENTIAL INFORMATION

- 7.1. **Confidential Information** shall mean all information disclosed to or obtained by one party (which, in your case, shall include an Affiliate) from other party that would appear to a reasonable person to be confidential or proprietary or which is either labelled or identified as such, including any information relating to MOI's or your business, operations, intentions, know-how and customers.
- 7.2. A party's Confidential Information shall not be deemed to include information that:
- a) is or becomes publicly known other than through any act or omission of the receiving party;
 - b) was in the other party's lawful possession before the disclosure;
 - c) is lawfully disclosed to the receiving party by a third party without restriction on disclosure;
 - d) is independently developed by the receiving party, which independent development can be shown by written evidence; or
 - e) is required to be disclosed by law, by any court of competent jurisdiction or by any regulatory or administrative body.
- 7.3. Each party shall hold the other's Confidential Information in confidence and, unless required by law, not make the other's Confidential Information available to any third party, or use the other's Confidential Information for any purpose other than the implementation of these Terms, for a period of seven years from disclosure of the Confidential Information.
- 7.4. Each party shall ensure that the other's Confidential Information to which it has access is not disclosed or distributed by its employees or agents in breach of these Terms.
- 7.5. The parties agree that:
- a) the use of each other's names and logos can be used in the regular course of business. This includes but is not limited to portals (employee and customer facing), presentation materials and custom documentation;
 - b) (notwithstanding clause 7.5a), provision of a testimonial, case study, reference or endorsement of any kind will be strictly subject to separate agreement between the parties, including the establishment of authorised resellers, value added resellers, development partners and other similar relationships.
- 7.6. This clause shall survive termination of these Terms, however arising.

8. TERMINATION

- 8.1. Unless otherwise expressly stipulated in the Quote, these Terms shall continue in force for a period of twelve months from the start of the subscription or Support Service (as appropriate) contained in the Quote and will automatically continue until either party has given the other not less than ninety days' written notice of termination.
- 8.2. Unless otherwise expressly stipulated in the Quote, you may remove certain parts of the Solution supplied under these Terms after the initial period of twelve months by giving not less than ninety days' written notice of such removal (in which case these Terms shall continue in force in respect of the remaining Solution element(s)).
- 8.3. Either party may terminate these Terms immediately on written notice to the other party if:
- a) that other party fails to pay any amount due under these Terms on the due date for payment and remains in default not less than 14 days after being notified in writing to make such payment;
 - b) that other party commits a material or persistent breach of these Terms which it fails to remedy (if remediable) within 14 days after the service of written notice requiring it to do so;
 - c) that other party becomes insolvent or unable to pay its debts (within the meaning of section 123 of the Insolvency Act 1986), enter into liquidation, whether voluntary or compulsory (other than for reasons of bona fide amalgamation or reconstruction), pass a resolution for winding-up, have a receiver or administrator manager, trustee, liquidator or similar officer appointed over the whole or any part of its assets, make any composition or arrangement with its creditors or take or suffer any similar action in consequence of debt, or become unable to pay its debts (within the meaning of section 123 of the Insolvency Act 1986).
- 8.4. Either party may terminate these Terms by giving 30 days' notice in writing if (pursuant to clause 6.5) MOI is delayed from performing its obligations for three months or more.

- 8.5. We may terminate these Terms by giving 30 days' notice in writing if we request information or assistance from you in order to perform our obligations under these Terms and you fail to provide that information or assistance for a period of three months thereafter.
- 8.6. Upon termination for any reason (including where MOI terminates these Terms pursuant to clause 8.3):
 - a) all rights granted to you under these Terms shall cease;
 - b) you must cease all activities authorised by these Terms;
 - c) you must immediately delete or remove the Software from all computer equipment in your possession and destroy or return to MOI (at MOI's option) all copies of the Software and Documentation then in your possession, custody or control and, in the case of destruction, certify to MOI that you have done so;
 - d) MOI shall comply with the terms set out in paragraph 1.15 of Schedule 3; and
 - e) you must pay MOI immediately any sums due to MOI under these Terms, including any unpaid amounts in respect of the period between the date of termination and the expiry of the twelve-month or ninety-day notice period (whichever expires later) as described in clause 8.1.
- 8.7. Any provision of these Terms that expressly or by implication is intended to continue in force after termination of these Terms shall remain in full force and effect.
- 8.8. Termination shall not affect any rights, remedies, obligations or liabilities that have accrued up to the date of termination.

9. INTELLECTUAL PROPERTY RIGHTS

- 9.1. For the purposes of these Terms, **Intellectual Property Rights** means all copyright, rights in relation to databases, design rights, registered designs, patents, trade and service marks (registered and unregistered), know-how, rights in or relating to confidential information or any other intellectual property rights of a similar nature anywhere in the world, whether subsisting now or will subsist in the future. You acknowledge that all Intellectual Property Rights in the Software and the Documentation belong to MOI (or where relevant third parties from which MOI has licensed such rights), and that you have no rights in or to any part of the Solution other than the right to use it in accordance with these Terms. All other Intellectual Property Rights associated with any ideas, concepts, techniques, inventions, processes or works of authorship developed or created by MOI or its personnel or contractors during the course of performing the Professional Services, the SaaS Services or the Support Services or delivering the Hardware (if configured by MOI) shall belong exclusively to MOI.

10. TRANSFER OF RIGHTS AND OBLIGATIONS

- 10.1. These Terms are binding on you and your respective successors and permitted assigns. You may not transfer, assign, charge or otherwise dispose of these Terms, or any of your rights or obligations arising under it, without MOI's prior written consent. The parties acknowledge and agree that MOI may appoint sub-contractors, suppliers or agents to deliver elements of the Solution, and you may appoint sub-contractors, suppliers or agents to manage the Solution. Each party shall ensure their sub-contractors, suppliers and agents will comply with these Terms at all times, and will be responsible for the acts and omissions of such sub-contractors, suppliers or agents as though they were the acts and omissions of the party that appointed them.

11. WAIVER

- 11.1. If MOI fails, at any time, to insist upon strict performance of any of your obligations under these Terms, or if MOI fails to exercise any of the rights or remedies to which it is entitled under these Terms, this shall not constitute a waiver of such rights or remedies and shall not relieve you from compliance with such obligations. A waiver by MOI of any default shall not constitute a waiver of any subsequent default. No waiver by MOI of any part of these Terms shall be effective unless it is expressly stated to be a waiver and is communicated to you in writing.

12. VARIATION

- 12.1. MOI operates a digital/e-signature ordering system for customers and you hereby agree to make use of that system such that Quotes managed using that system are subject to these Terms. In the event that you change the Software licensed from MOI, the changes to charges will take immediate effect, unless otherwise stated in the Quote.
- 12.2. These Terms apply to the exclusion of any other terms that you seek to impose or incorporate, including any terms set out on your purchase order, and any other terms that are implied by trade, custom or practice.
- 12.3. No variation of these Terms shall be effective unless agreed in writing or digitally-signed by a director of MOI.

13. SEVERANCE

13.1. If any of these Terms are or become invalid or unenforceable, such term shall be deemed modified to the minimum extent necessary to make it valid and enforceable. If such modification is not possible, such term will to that extent be severed from the remaining terms, which will continue to be valid to the fullest extent permitted by law.

14. ENTIRE AGREEMENT

14.1. These Terms (and any documents expressly referred to in it) represent the entire agreement between us in relation to the provision of the Solution and supersede any prior agreement, understanding or arrangement between us, whether oral or in writing. We each acknowledge that, in entering into these Terms, neither of us has relied on any representation, undertaking or promise given by the other or which can be implied from anything said or written in negotiations between the parties prior to entering into these Terms except as expressly stated in these Terms. Subject to clause 6.1(b), neither party shall have any remedy in respect of any untrue statement made by the other, whether orally or in writing, prior to the date we entered into these Terms and the other party's only remedy shall be for breach of contract as provided in these Terms. These Terms applies to the exclusion of any other terms that you may seek to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.

15. ESCROW

15.1 An escrow arrangement can be added to the SaaS service to ensure that source code is deposited with a third party. You may nominate your preferred ESCROW agent and MOI will work with that party to agree an appropriate source code agreement. For the avoidance of doubt, the release event conditions will be limited to an MOI business failure. No other release event criteria will be available. The full cost of the agreement will be paid by you and MOI will charge on a time and materials basis (Schedule 1, Additional Fees) for the effort required to submit and satisfy the ESCROW provider. These fees will be repeated for each upgrade of the Solution to ensure appropriate versions of the software are maintained in the deposit.

16. DATA PROTECTION

16.1. The parties agree to comply with the data processing terms set out in Schedule 3.

17. NOTICES

17.1. Any notice of termination given by you to MOI must be sent by registered post to MOI's registered office, or sent by email to accounts.software@innovise.com, in each case marked for the attention of The Finance Director. Notwithstanding clause 17.2, a notice sent to us by email shall not be deemed to have been received by us until and unless we acknowledge receipt.

17.2. All other notices or communications given to a party under or in connection with these Terms shall be in writing, addressed to that party at its registered office or such other address as that party may have specified to the other party in writing in accordance with this clause and shall be sent by registered post or commercial courier, or alternatively sent by email to such email address as that party may specify from time to time. A notice or other communication shall be deemed to have been received: if sent by registered post, at 9.00 am on the second business day after posting; or, if delivered by commercial courier, on the date and at the time that the courier's delivery receipt is signed; or, if sent by email, one business day after transmission.

18. COMPLIANCE WITH REGULATIONS

18.1. You shall not export, directly or indirectly, any technical data acquired from MOI under these Terms (or any part of the Solution incorporating such data) in breach of any applicable laws or regulations relating to export control. Each party shall comply with all applicable laws relating to anti-bribery, anti-corruption and modern slavery, including the Bribery Act 2010 and the Modern Slavery Act 2015, and shall not engage in any activity, practice or conduct which would constitute an offence under sections 1, 2 or 6 of the Bribery Act 2010 or sections 1, 2 or 4 of the Modern Slavery Act if such activity, practice or conduct had been carried out in the UK.

19. NO PARTNERSHIP OR AGENCY

19.1. Nothing in these Terms is intended to, or shall be deemed to, establish any partnership or joint venture between you and MOI, or between MOI and any Affiliate, nor constitute any party the agent of another party, or authorise any party to make or enter into any commitments for or on behalf of any other.

20. NON-SOLICITATION

20.1. The parties agree that neither of them will either on their own account or in partnership or association with any person, firm, company or organisation, or otherwise and whether directly or indirectly during, or for a period of twenty four months from the end of the performance of the Services, solicit or entice away or attempt to entice away or authorise the taking of such action by any other person, any employee of the other party who has been involved with the delivery of the Services provided under these Terms at any time. In the event that a party breaches the terms of this clause, such party shall be liable to pay the other party an amount equal to twelve months' salary of the employee by way of liquidated damages. Nothing in this clause shall prevent either party from employing any person who has applied for a role in the ordinary course of business by responding to a publicly advertised position.

21. LAW AND JURISDICTION

21.1. Each party shall use their best efforts to negotiate in good faith and settle amicably any dispute that may arise relating to the Solution or these Terms. If any such dispute cannot be settled amicably through ordinary negotiations by appropriate representatives of the parties, the dispute shall be referred to each party's chief executive (or similar) officer who shall meet in order to attempt to resolve the dispute. If any such meeting fails to result in a settlement, MOI may (at its discretion) refer the dispute by mediation in accordance with the Centre for Effective Dispute Resolution (CEDR) Model Mediation Procedure. Unless otherwise agreed between the parties, the mediator will be nominated by CEDR. The commencement of a mediation will not prevent the parties commencing or continuing court proceedings. These Terms, their subject matter or its formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with English law and the parties agree to submit to the exclusive jurisdiction of the English courts.

SCHEDULE 1 – SUPPORT TERMS AND CONDITIONS

MOI support can be contacted as follows:

- By Telephone +44(0)370 626 0400 or
+1(0)-289-205-1000 for United States (US) & Canada only
- By Email support@innovise.com

1. PROVISION OF SUPPORT SERVICES

MOI shall provide a telephone based help-desk for the Software and technical support for the Software and the SaaS Service, available 365 days a year and 24 hours a day.

MOI shall also provide an error correction and software updating service.

MOI shall endeavour to comply with the anticipated target response times and target fixes shown at the end of Schedule 1.

Upon receipt of a support request from you, MOI shall carry out diagnosis remotely by telephone and remote access link (where remote access is available) of any Software or SaaS Service fault reported by you.

2. ADDITIONAL CHARGES

MOI will levy additional charges for out of hours calls (**OOH**) which are not Priority Level 1 unless otherwise agreed in writing. Additional charges will also be levied where MOI is requested to investigate faults which are outside the scope of the Support Services ("**OOS**").

OOH calls are defined as calls not made during **Standard hours of operation**, namely:

- For all customers (except the US and Canada): 0800-1700 local UK time excluding English public and bank holidays.
- For all US and Canadian customers: 0800-1700 Eastern Standard Time excluding English public and bank holidays.

Additional charges for OOH calls and OOS, unless otherwise stated in the Quote, attract an initial charge of £100, and thereafter £100 per hour or part of an hour.

3. COMPANY REQUIREMENTS

It is a condition of these Terms that you report Software and SaaS Service faults as required below:

- You will report suspected Priority Level 1 and Priority Level 2 incidents by telephone to MOI support on the telephone number advised.
- You will log incidents with MOI support, by online support case form, email or by phone, giving the calls a priority, and acting reasonably, for which you will receive a call logging number or case number and this case number will be quoted on all follow up communications.
- You will ensure that any incidents are reported to MOI in a timely manner.
- You recognise that MOI reserves a right to reprioritise the rating of the fault as MOI considers appropriate.
- You will train one or more super-user and ensure that any normal day-to-day system administration requirements are undertaken, e.g. user administration.
- You will only allow super-users to call or email MOI support and ensure that they have made reasonable attempts to diagnose the incident to ensure it is caused by issues under the control of MOI and covered by the Services.
- You will provide full details of the incident including location, contact number, contact name, and description of the incident and details of the type of user device involved, as appropriate.
- You will ensure that all communication relating to the reported incident is directed via MOI support.
- You will test and confirm that an incident has been fixed as quickly as possible after notification by MOI to allow the incident to be closed.
- You will maintain versions of browsers, compatible hardware (e.g. mobile OS) and other technical parameters within your domain in accordance with MOI's stipulations.

4. INTERFACES

Where calls relate to the interface with other software packages or environments, or similar issues where the fault cannot be diagnosed as being clearly caused by the supported Software or SaaS Service, MOI will use its reasonable endeavours to assist you in finding a resolution to the problem, subject to the acceptance by you of the additional charges for OOS to be levied, as outlined in paragraph 2 above.

5. LIMITATIONS AND EXCLUSIONS

MOI will use all reasonable endeavours to respond to calls from you for the Support Services and provide updates of status and possible remedies reasonably promptly. However, no guarantee or warranty is given of any times for response or that MOI will be able to rectify the problem within a particular time-scale.

- 5.1 MOI endeavours to respond to all faults by remote means within the time-scales set out on the table below.
- 5.2 Where required and as determined by MOI as the appropriate response, a site visit will be arranged within 72 hours of a fault rated as Priority Level 1 and 120 hours for all other faults.
- 5.3 Any modification or error correction to the Software will be delivered by appropriate mechanism, including platform upgrade, executable file provided by secure FTP or email, but does not cover delivery by other means, for example by a courier. Any other such delivery can however be arranged at your cost.
- 5.4 Where you use the SaaS Services (partially or entirely):
 - a) MOI's obligation to provide the Support Services is conditional upon the proper use of the Software and SaaS Service and MOI shall be under no obligation to provide the Support Services where the faults arise from any of the following: deliberate or reckless misuse, incorrect use of or damage to the Software from whatever cause, failure to maintain the necessary environmental conditions for use of the Software; use of the Software in combination with any equipment or software not provided by MOI or not approved by MOI, or any fault in any such equipment or software; any breach of your obligations under these Terms; any modification to the Software which is not expressly authorised by MOI; or operator error.
 - b) You hereby agree that MOI has the right to implement a new version of the Software into the SaaS Services at a time to suit MOI, subject always to the provision of reasonable notice of any change. Wherever possible such notice shall be no less than 10 business days. MOI shall not be obliged to undergo any Company specific change control or other release processes, unless expressly agreed otherwise in writing.
- 5.5 Where you use on-premise Software;
 - a) MOI's obligation to provide the Support Services is conditional upon the proper use of the Software and MOI shall be under no obligation to provide the Support Services where the faults arise from any of the following: deliberate or reckless misuse, incorrect use of or damage to the Software from whatever cause, including failure or fluctuation of electrical power; failure to maintain the necessary environmental conditions for use of the Software; use of the Software in combination with any equipment or software not provided by MOI or not designated by MOI, or any fault in any such equipment or software; any breach of the Company's obligations under these Terms; any modification to the Software which is not expressly authorised by MOI; or operator error.
 - b) You hereby agree that you will be responsible for the timing of and implementation of any new version of the Software made available by MOI.

These Support Service terms shall apply to the latest version of the Software as well as the immediately preceding version. You acknowledge and agree that MOI shall have no obligation to support any older version of the Software.

For the purposes of this Schedule, the term **version** shall mean a specific edition of the Software, designated by a number located to the left of the first decimal point (such as Version 1.x or Version 2.x), and the term **release** shall mean a specific edition of the Software, designated by a number located to the right of the first decimal point (such as Release x.1 or Release x.2).

Continued...

Target Response times:

Priority Level	Business Impact	Anticipated Target Response*	Anticipated Target Fix
1	'HIGH' – where your business operations are significantly affected. The Software or major components of the Software are inoperable or not working correctly and no work-around exists.	1 business hour	Emergency Service Pack
2	'MEDIUM' – where a minor component or function of the Software is inoperable or not working correctly, or a problem exists in a major component, but a temporary work-around is available.	1 business day	Next planned release
3	'LOW' – where a problem in the Software is detected which has minimal impact on your daily business operations, or for which a permanent work-around or fix is available.	2 business days	Next planned major release
4	'NONE' – a cosmetic change is proposed or a new feature is requested.	5 business days	Next user group review

* Business day and business hours are 0800-1700 Eastern Standard time, excluding English public and bank holidays, for US and Canada support, and 0800-1700 local UK time, excluding English public and bank holidays, in all other circumstances.

SCHEDULE 2 – HARDWARE SUPPORT TERMS AND CONDITIONS (UK & IRELAND ONLY)

MOI Support can be contacted as follows:

- By Telephone +44(0)370 626 0400 or
- By Email support@innovise.com

1. PROVISION OF SERVICES

Hardware is only supplied under three types of agreement:

- purchase with Support Services
- rental - which includes Support Services
- purchase without Support Services (whereupon paragraph 2 below shall not apply)

MOI does not support hardware under the manufacturer's warranty terms. Any Hardware subject to Support Services will be detailed on the Quote.

2. SUPPORT SERVICE

MOI shall provide a telephone based help-desk for the technical Support Services for the Hardware during Standard hours of operation in UK (as defined in Schedule 1) only.

MOI shall endeavour to comply with the anticipated target response times and target fixes shown at the end of this Schedule.

Upon receipt of a support request from you, MOI shall carry out diagnosis remotely by telephone and remote access link (where remote access is available) of any fault reported in Hardware as defined in the Quote.

3. ADDITIONAL CHARGES

For all purchased Hardware with Support Services, it is supplied on a return to base arrangement.

MOI will levy additional charges for call outs, fault handling of Hardware deliberately damaged and for all repairs, acting reasonably at all times.

Additional charges attract an initial charge of £100, then £100 per hour or part of an hour plus parts and accessories.

For rental Hardware, user guidance and limited site based support is provided, MOI at its sole discretion will determine if a site / engineer visit is required and you are required to support MOI's investigation of the fault to the fullest extent possible.

4. YOUR OBLIGATIONS

You will comply with the requirements set out in paragraph 3 of Schedule 1, Section 3 of these Terms.

5. LIMITATIONS AND EXCLUSIONS

MOI will use all reasonable endeavours to respond to calls from you for the Support Services and provide updates of status and possible remedies reasonably promptly.

- 5.1 If the Hardware is subject to installation on a site/location, MOI or its appointed engineers must have installed it or supervised directly its installation, for Support Services to be available.
- 5.2 Call outs and engineer visits cannot be guaranteed, and all calls or visits are excluded from any estimation of service availability or compliance.
- 5.3 Where required and as determined by MOI as the appropriate response, a site visit will be arranged within 3 working days of a fault rated as Priority Level 1 and 5 working days for all other faults. However, no guarantee or warranty is given of any times for response or that MOI will be able to rectify the problem within a particular time-scale.
- 5.4 Any call that requires a call out or site visit must be booked by MOI support with the relevant engineering team by 12:00 local UK time or it will be considered as next business day for the purposes of the anticipated target fix in the table below.
- 5.5 Any replacement, modification or error correction to the Hardware that is required will need to be conducted by an authorised engineer of, or appointed by the manufacturer.
- 5.6 You will not attempt to remedy the fault other than as directed by MOI or the on-site engineer (as appropriate).
- 5.7 MOI's obligation to provide the Support Services is conditional upon the proper use of the Hardware and MOI shall be under no obligation to provide the Support Services where the faults arise from any of the following: deliberate or reckless misuse, incorrect use of or damage to the Hardware from whatever cause, including failure or fluctuation of electrical power;

failure to maintain the necessary environmental conditions for use of the Hardware; use of the Hardware in combination with any equipment or software not provided by MOI or not designated by MOI, or operator error.

Target Response times:

Priority Level	Business Impact	Anticipated Target Response*	Anticipated Target Fix
1	'HIGH' – where your business operations are significantly affected by Hardware failure. The Hardware is unresponsive, or missing (partially or entirely).	1 business hour	3 days + supplier repair time
2	'MEDIUM' – where the Hardware is operating/failing intermittently, or the fault is only affecting some users.	1 business day	5 days + supplier repair time

Business day and business hours are 0800-1700 local UK time excluding English public and bank holidays

SCHEDULE 3 – DATA PROTECTION

INTERPRETATION

- 1.1 The following definitions apply in Schedule 3:
- **Access Requests** - requests made by a data subject to exercise any rights of data subjects under the Data Laws in relation to Personal Data.
 - **Appropriate Safeguards** - such legally enforceable mechanism(s) for transfers of Personal Data as may be permitted under the Data Laws from time to time.
 - **Controller** - has the meaning given to that term (or the term 'data controller') in the Data Laws.
 - **Data Breach** - any breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to, any Personal Data.
 - **Data Laws** - the Data Protection Act 1998 and the General Data Protection Regulation, any amendment, replacement or re-enactment thereof, and any statutes or regulations made thereunder, to the extent that each is in force in the United Kingdom.
 - **data subject** - an identified or identifiable natural person.
 - **Personal Data** - any information relating to a data subject received by MOI from or on behalf of the Company in connection with the performance of MOI's obligations under these Terms.
 - **GDPR Date** - 25 May 2018 (or such other date on which the General Data Protection Regulation first has binding legal effect in the United Kingdom).
 - **Processor** - has the meaning given to that term (or the term 'data processor') in the Data Laws.
 - **Sub-Processor** - another Processor engaged by MOI for carrying out processing activities in respect of Personal Data on behalf of the Company.
- 1.2 Schedule 3 shall survive termination or expiry of these Terms and continue:
- (a) indefinitely in the case of paragraphs 1.1, 1.2 and 1.15; and
 - (b) until 12 months following the termination or expiry of these Terms in the case of all other paragraphs.

CONTROLLER AND PROCESSOR

- 1.3 You are the Controller and MOI is the Processor in respect of any Personal Data.
- 1.4 MOI shall process the Personal Data in compliance with the obligations of Processors under the Data Laws.
- 1.5 You warrant that:
- (a) you shall comply with all Data Laws in connection with the exercise and performance of your rights and obligations under these Terms;
 - (b) all Personal Data to be used in connection with these Terms, prior to such data being provided to MOI, shall comply in all respects with the Data Laws;
 - (c) all instructions given by you to MOI in respect of the Personal Data shall be in accordance with the Data Laws; and
 - (d) you are satisfied that MOI's processing operations are suitable to able MOI to process Personal Data, and MOI has sufficient expertise, reliability and resources to implement technical and organisational measures that meet the requirements of the Data Laws.

INSTRUCTIONS AND DETAILS OF PROCESSING

- 1.6 Where MOI processes Personal Data on your behalf, MOI shall:
- (a) process the Personal Data only in accordance with your documented instructions (unless required to do otherwise by the Data Laws);
 - (b) notify you if the Data Laws require MOI to process Personal Data other than in accordance with your documented instructions; and
 - (c) notify you if MOI believes that an instruction infringes the Data Laws.
- 1.7 MOI's processing of Personal Data shall consist of:
- (a) storing and applying business process rules to data including; personal contact details, financial information including bank account details, National Insurance numbers, dates of birth, next of kin, qualifications and historic employment/work records including third party references, personal preferences, cases, incidents, proof of

presence, photographs, voice recordings, work history and associated employment records, tasks and duties and related payment and billing records.

- (b) relating to your employees and representatives, employees of your subcontractors and agents, employees and representatives of your customers, candidates, victims, witnesses, suspects and offenders;
- (c) which shall be processed for the duration of these Terms and for a maximum period of 30 days thereafter in order to allow for an orderly wind-up and/or transfer and/or cessation of the relevant services; and
- (d) for the purpose of performing its obligations under these Terms.

TECHNICAL AND ORGANISATIONAL MEASURES

1.8 MOI shall implement and maintain appropriate technical and organisational measures:

- (a) in relation to the processing of Personal Data by MOI; and
- (b) as from the GDPR Date, taking into account the nature of the processing, to assist you insofar as is possible in the fulfilment of your obligations to respond to Access Requests relating to Personal Data.

USING STAFF AND OTHER PROCESSORS

1.9 MOI shall:

- (a) not engage any Sub-Processor for carrying out any processing of Personal Data without your authorisation;
- (b) appoint Sub-Processors only under a written contract containing materially the same obligations as in Schedule 2; and
- (c) as from the GDPR Date, ensure that all MOI personnel authorised to process Personal Data are subject to binding written contractual obligations to keep the Personal Data confidential (except where disclosure is required in accordance with the Data Laws).

The following service specific Sub-Processors have been authorised by you: Microsoft, Oracle Netsuite, Google, Call Credit, Experian, CIFAS, Companies House, Crafty Clicks, Adobe, eSignLive, FastSMS, Twilio, SendGrid, Gamma Telecom, VoipTalk TelAppliant, together with any third-party hosting service provider that MOI shall engage in the course of its business. The services provided by each Sub-Processor is reviewed to ensure compliance with industry best practice and a summary document describing each service is available on request.

ASSISTANCE WITH COMPANY'S COMPLIANCE AND DATA SUBJECT RIGHTS

1.10 MOI shall refer all Access Requests it receives to you without undue delay and, in any event, we shall endeavour to do so no later than 7 days after receipt.

1.11 As from the GDPR Date, MOI shall provide such reasonable assistance as you reasonably require (taking into account the nature of processing and the information available to MOI) to you in ensuring compliance with your obligations under Data Laws with respect to:

- (a) security of processing;
- (b) data protection impact assessments;
- (c) prior consultation with a supervisory authority regarding high-risk processing; and
- (d) notification to the supervisory authority and/or communications to data subjects by you in response to a Data Breach;

provided you shall pay MOI for providing the assistance on a time and materials basis in accordance with MOI's then-current standard daily rates.

INTERNATIONAL DATA TRANSFERS

1.12 You agree that MOI may transfer Personal Data to any country from which you or a data subject accesses the Personal Data for the purpose of making that Personal Data available to you or that data subject in accordance with these Terms, provided that all such transfers shall (to the extent required by Data Laws) be protected by way of Appropriate Safeguards and be in accordance with the Data Laws. The provisions of these Terms (including Schedule 3) shall be your documented instructions.

1.13 Subject to paragraph 1.12, MOI shall not transfer any Personal Data:

- (a) relating to a data subject resident in the United Kingdom to any country outside the United Kingdom; or

- (b) relating to a data subject resident in the European Union, but outside the United Kingdom, to any country outside the European Economic Area.

RECORDS, INFORMATION AND AUDIT

1.14 MOI shall, in accordance with Data Laws:

- (a) maintain written records of all categories of processing activities carried out on your behalf; and
- (b) make available to you such information as is reasonably necessary to demonstrate MOI's compliance with the obligations of Processors under Data Laws, and allow for and contribute to audits, including inspections, by you for this purpose, subject to you:
 - (i) giving MOI reasonable prior notice of such information request, audit and/or inspection being required by you;
 - (ii) ensuring that all information obtained or generated by you in connection with such information requests, inspections and audits is kept strictly confidential (save for disclosure to the supervisory authority or as otherwise required by applicable laws);
 - (iii) ensuring that such audit or inspection is undertaken during Standard hours of operation (as defined in Schedule 1) with minimal disruption to MOI's or any Sub-Processor's business; and
 - (iv) paying MOI for assisting with the provision of information and allowing for and contributing to inspections and audits on a time and materials basis in accordance with MOI's then-current standard daily rates.

BREACH NOTIFICATION

1.14 In respect of any Data Breach involving Personal Data, MOI shall act reasonably at all times and promptly notify you, and provide you with details, of the Data Breach.

DELETION OR RETURN OF PERSONAL DATA

1.15 MOI shall, at your written request, either delete, securely destroy or return all the Personal Data to you in such form as you may reasonably request within a reasonable time after the earlier of:

- (a) the end of the performance of the relevant services or the end of the subscription, support period or rental, whichever is sooner; or
- (b) once processing by MOI of any Personal Data is no longer required for the purposes of these Terms;

and MOI shall delete existing copies (unless storage of any data is required by applicable laws, or unless MOI is a Controller in relation to that data at the relevant time).