

TERMS AND CONDITIONS

These terms and conditions (Agreement) apply to the written quote(s) agreed between us (Quote), Innovise Software Limited with registered address at 17-23 High Street, Slough, SL1 1DY (Innovise, or us or we), and the company detailed in the Quote (Company or you), in relation to the supply by Innovise 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 Software as a Service (SaaS) – the multi-tenant platform supplied by Innovise 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 Schedule 1 and 2

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

1. TERMS OF LICENCE

- 1.1. In consideration of the payment of the fee included in the Quote (Fee), Innovise hereby grants to you a non-exclusive and non-transferable (other than as expressly set out in this Agreement) right to use the Software and the Documentation in accordance with this Agreement.
- 1.2. 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 this Agreement and make only necessary copies of the Documentation as is reasonably necessary for your lawful use, and are treated as confidential materials at all times.
- 1.3. You must permit Innovise and its representatives, at all reasonable times and on reasonable advance notice to inspect and have access (remotely or physically) to any server on which the Software is being kept or used pursuant to this Agreement. If you have breached the terms of this Agreement in any way with respect to usage requirements, we reserve the right to request that you remedy the breach immediately and that Innovise may levy additional fees as compensation for any such breach.
- 1.4. Except as expressly set out in this Agreement, you undertake:
 - a) except as may be allowed by any applicable law which is incapable of exclusion by Agreement between the parties: not to attempt to copy (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), modify, duplicate, create derivative works from, frame, mirror, republish, download, display, transmit, or distribute all or any portion of the Software and/or Documentation (as applicable) in any form or media or by any means; or attempt to copy, reverse-compile, disassemble, reverse engineer or otherwise reduce to human-perceivable form all or any part of the Software;
 - b) not to access all or any part of the Software and Documentation in order to build a product or service which competes with the Software and/or the Documentation;
 - c) not to use the Software and/or Documentation to provide a bureau service to third parties without express prior written consent;
 - d) not to provide access in any way to the Software to any organisation beyond those defined in clause 1.6 of this Agreement;
 - e) not to license, sell, rent, lease, transfer, assign, distribute, or otherwise make the Software and/or Documentation available to any third party;
 - f) not to make alterations to, or modifications of, the whole or any part of the Software
 - g) not to 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 us or by you with our written permission;
 - h) Where Innovise maintains a third party interface for you, you will notify us 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
 - i) to supervise and control use of the Software and ensure that your employees and representatives use the Software in accordance with this Agreement;
 - j) to include the copyright notice of Innovise on all entire and partial copies you make of the Software on any medium and the Documentation;
 - k) to ensure that industry best practise in relation to passwords and security are observed;
 - l) to ensure that you maintain up to date and appropriate antivirus precautions;

- 1.5. Any third party software products supplied to you as part of the Software are licenced to you under the terms (including but not limited to the restrictions on use, warranty, and support) of the original licensor's agreement which is supplied with such third party software and;
 - a) you shall comply with such terms and conditions at all times; and
 - b) in the event you are required to sign a copy of or otherwise agree a third party's end user license agreement, you will do so promptly upon our request.
- 1.6. Innovise will offer the benefit of this agreement to affiliated organisations, subject to the following:
 - a) The rights to the Solution in accordance with the terms of this Agreement are granted to you, your holding company and subsidiaries. For the purposes of this Agreement, holding company or a subsidiary means a holding company or a subsidiary (as the case may be) as defined in section 1159 of the Companies Act 2006, provided always that it remains a holding company or subsidiary of the Company.
 - b) You agree to ensure that the holding company or subsidiary complies with the terms of this Agreement at all times.
 - c) In the event a company ceases to be a holding company or a subsidiary, you will notify Innovise immediately and maintain full responsibility for it until alternative contractual agreements are finalised between Innovise and the released entity, or in the event that the holding company or subsidiary are no longer actively operating, until the end of any termination period you have agreed with Innovise under this Agreement or otherwise.
- 1.7. You acknowledge that all intellectual property rights in the Software and the Documentation throughout the world belong to Innovise, that rights in the Software are licensed (not sold) to you, and that you have no rights in, or to, the Software or the Documentation other than the right to use them in accordance with this Agreement.
- 1.8. The integrity of the Software may be protected by technical protection measures (TPM) so that the intellectual property rights, including copyright, in the Software of Innovise 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.
- 1.9. Innovise warrants that during the period of 90 days after the supply of the Software to you (Warranty Period), the Software will, when properly used, perform substantially in accordance with the functions described in the user manual and release notes supplied by us (provided that the Software is properly used on the computer and with the operating system for which it was designed as referred to in such materials). If, within the Warranty Period, you notify Innovise in writing of any defect or fault in the Software in consequence of which it fails to perform substantially in accordance with the Documentation, and such defect or fault does not result from you having amended the Software or used it in contravention of this Agreement, Innovise will, at its sole option, repair or replace the Software, provided that you make available all the information that may be necessary to assist Innovise in resolving the defect or fault, including sufficient information to enable Innovise to recreate the defect or fault.

2. SUPPLY OF SOFTWARE

- 2.1. In relation to the authorised users, the Company undertakes that: the maximum number of users that it allows to access and use the Software and the Documentation shall not exceed the number of subscriptions it has purchased; it will not 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 prior user shall no longer have any right to access or use the Software and/or Documentation; each user shall keep a secure password for their use of the Software and Documentation, that appropriate password policies (including frequency of change) will be applied and that each user shall keep his password confidential.
- 2.2. The Company shall not 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; and
- 2.3. Innovise reserves the right, in the event of breach of this clause, without liability to the Company, to disable the Company's access to any material that breaches the provisions of this clause and to immediately suspend access to the SaaS Service or where the Software is installed on Company servers, to withdraw Support Service and Professional Services.

3. SUPPLY OF SUPPORT

- 3.1. Subject to payment of the applicable fees, we shall provide the Support Services to you in respect of the Software. You agree to be bound by the support terms and conditions attached in Schedule 1 to this Agreement.

4. SUPPLY OF SERVICES

- 4.1. Innovise and the Company will agree mutually convenient times for the delivery of the Services. Where such dates are booked in advance, the parties understand that they are both required to commit their necessary resources.
 - a) For any advance bookings which are cancelled by the Company without the following notice, Innovise will not make any refund where there is less than: a minimum of five (5) business days' notice for Services to be delivered at a Company site and a minimum of two (2) business days' notice for Services which will be delivered remotely.
- 4.2. The Services shall be delivered with a level of care and skill consistent with IT industry best practice.
- 4.3. The Company undertakes:

- a) to fully and promptly provide Innovise to perform the Services with all necessary information, support and co-operation that may be required to enable Innovise to carry out the Services;
 - b) to provide at no charge to Innovise adequate office accommodation, a secure work space, telephone services, e-mail and other facilities including access to the applicable computers and systems of the Company to enable the performance of the Services at the Company's premises, and further to allow full access to the areas in which the Services are to be performed at the Company's premises;
 - c) to ensure that the premises at which the Services are to be carried out comply at all times with all applicable legislation and best practice, including but not limited to any relevant regulations regarding health and safety;
 - d) to ensure that the Company carries and maintains public liability insurance and employer's liability insurance, covering its employees, suppliers and contractors engaged at its premises in amounts no less than required by the applicable law;
 - e) to licence and permit Innovise to use the computers, equipment, operating systems and software and any other relevant items at the Company's premises for the performance of the Services; and
 - f) to obtain all necessary consents, permissions and authorisations to enable Innovise to provide the Services to the Company.
- 4.4. The parties agree that from time to time they may use sub-contractors or agents to deliver or manage the Solution, and that these sub-contractors or agents are the responsibility of the contracting party.

5. SUPPLY OF HARDWARE

- 5.1. The quantity and description of the Hardware shall be as set out in the Quote and the applicable terms and conditions for Hardware support are as set out in Schedule 2 attached. We shall use reasonable endeavours to transfer to you the benefit of any warranty or guarantee given by the Hardware manufacturer to us. Innovise's sole liability for performance of the Hardware is limited to returning the Hardware to the manufacturer for processing under the manufacturer's warranty or guarantee. All warranties, conditions and other terms implied by statute or common law are excluded from the Agreement to the fullest extent permitted by law.
- 5.2. The Hardware is supplied to you on the basis that you are wholly responsible for selecting the Hardware because it is suitable for your business and you have carried out all necessary due diligence to ensure that it is suitable for your requirements. The Hardware shall be at your risk following delivery to you.
- 5.3. Title to any purchased Hardware will pass to the Company upon receipt of cleared funds.
- 5.4. All ordered Hardware will be non-cancellable and non-returnable
- 5.5. Innovise shall not be liable for delays or delivery risks which are beyond Innovise's reasonable control.
- 5.6. Any Hardware rejected by the Customer will be inspected by Innovise and replaced on a like for like basis.

6. PAYMENT

- 6.1. Unless otherwise stated in the Quote, standard payment terms are:
 - 6.1.1. for Software subscription, Support Services, Hardware Support and SaaS Services, in advance of the agreed subscription period; and
 - 6.1.2. for Professional Services, perpetual Software licenses or Hardware, payment in advance.
 - 6.1.3. for Data Services transaction bundles, payment in advance.
- 6.2. If you fail to make any payment due to us by the due date for payment, you will be notified by email and/or by phone. If following a reasonable period, we have failed to agree or secure payment, we reserve the right to charge you interest on the overdue amount at the rate of 8% per annum above HSBC PLC's base lending rate from time to time or the maximum permitted by law. 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 us, together with associated debt recovery costs.
- 6.3. We reserve the right to include mechanisms to inhibit, limit or prevent normal operation of the Software and to activate these or to suspend the delivery of Services, Support Services or SaaS Services until you make all payments due in line with the agreed payment terms.

7. INNOVISE'S LIABILITY

- 7.1. The following provisions set out the entire financial liability of Innovise (including without limitation any liability for the acts or omissions of its affiliates, employees, agents and sub-contractors) to you in respect of:
 - a) any breach of this Agreement howsoever arising; and
 - b) any representation, misrepresentation (whether innocent or negligent), statement or tortious act or omission (including, without limitation, negligence) arising out of or in connection with the Agreement.
- 7.2. All warranties, conditions and other terms implied by statute or common law are excluded from the Agreement to the fullest extent permitted by law.
- 7.3. Nothing in this Agreement excludes or limits the liability of Innovise for:
 - a) death or personal injury caused by Innovise's negligence; or
 - b) fraud or fraudulent misrepresentation.
- 7.4. Subject to clause 7.3:

- a) Innovise 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:
 - i.) loss of profits; or
 - ii.) loss of business; or
 - iii.) depletion of goodwill or similar losses; or
 - iv.) loss of anticipated savings; or
 - v.) loss of goods; or
 - vi.) loss of contract; or
 - vii.) loss of use; or
 - viii.) loss or corruption of data or information; or
 - ix.) any special, indirect, consequential or pure economic loss, costs, damages, charges or expenses.
 - b) Innovise'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 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.
- 7.5. Innovise shall have no liability to you under this Agreement if it is prevented from or delayed in performing its obligations under this Agreement, or from carrying on its business, by acts, events, omissions or accidents beyond its reasonable control.

8. CONFIDENTIAL INFORMATION

- 8.1. Each party may be given access to information that is proprietary or confidential and is either clearly labelled as such or identified as confidential information (Confidential Information) by the other party in order to perform its obligations under this Agreement.
- 8.2. 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.
- 8.3. 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 this Agreement, for a period of seven years from disclosure of the Confidential Information.
- 8.4. Each party shall take all reasonable steps to ensure that the other's Confidential Information to which it has access is not disclosed or distributed by its employees or agents in violation of this Agreement.
- 8.5. 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 8.5a), provision of a testimonial, case study, reference or endorsement of any kind will be outside of the terms of this Agreement, including but not limited to establishment of authorised resellers, value added resellers, development partners and other similar relationships.
- 8.6. This clause shall survive termination of this Agreement, however arising.

9. TERMINATION

Unless otherwise expressly stipulated in the Quote, this Agreement shall continue in force for a period of not less than twelve months from the start of the subscription or support service contained in the Quote and will automatically continue until either party has given the other not less than ninety days' written notice of termination. Unless otherwise expressly stipulated in the Quote, you may remove certain parts of the solution supplied under this Agreement after the initial period of twelve months from the date of supply by giving not less than ninety days' written notice of such amendment (in which case this Agreement shall continue in force in respect of the remaining solution element(s)).

- 9.1. Innovise may terminate this Agreement immediately on written notice to you if:
- a) you commit a material or persistent breach of this Agreement (which shall include a payment obligation) which you fail to remedy (if remediable) within 14 days after the service on you of written notice requiring you to do so;
 - b) the Company becomes insolvent or unable to pay its debts (within the meaning of section 123 of the Insolvency Act 1986), enters into liquidation, whether voluntary or compulsory (other than for reasons of bona fide amalgamation or reconstruction), passes a resolution for its winding-up, has a receiver or administrator manager, trustee, liquidator or similar officer appointed over the whole or any part of its assets, makes any composition or arrangement with its creditors or takes or suffers any similar action in consequence of its debt, or becomes unable to pay its debts (within the meaning of section 123 of the Insolvency Act 1986).
- 9.2. Upon termination for any reason:
- a) all rights granted to you under this Agreement shall cease;
 - b) you must cease all activities authorised by this Agreement;

- c) you must immediately delete or remove the Software from all computer equipment in your possession and immediately destroy or return to Innovise (at Innovise's option) all copies of the Software and Documentation then in your possession, custody or control and, in the case of destruction, certify to Innovise that you have done so;
- d) any amounts due from you shall become immediately payable including, in the event that Innovise has terminated this Agreement because of a default by you as set out in sub-clauses 9.3(a) and (b) above, the amount payable in respect of the notice period as set out in clause 9.1 above.

10. INTELLECTUAL PROPERTY RIGHTS

All Intellectual Property Rights (as defined below) associated with any ideas, concepts, techniques, inventions, processes or works of authorship developed or created by Innovise 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 Innovise) which are modifications, developments, enhancements or adaptations to or derivative works of Innovise's products and services shall belong exclusively to Innovise and shall be licensed to the Company under the terms of this Agreement. For the purposes of this Agreement, 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.

11. TRANSFER OF RIGHTS AND OBLIGATIONS

This Agreement (entirely or in part) is binding on you and your respective successors and assigns. You may not transfer, assign, charge or otherwise dispose of this Agreement, or any of your rights or obligations arising under it, without the prior written consent of a duly authorised representative of Innovise.

12. WAIVER

If we fail, at any time during the term of this Agreement, to insist upon strict performance of any of your obligations under this Agreement, or if we fail to exercise any of the rights or remedies to which we are entitled under this Agreement, this shall not constitute a waiver of such rights or remedies and shall not relieve you from compliance with such obligations.

A waiver by us of any default shall not constitute a waiver of any subsequent default. No waiver by us of any part of this Agreement shall be effective unless it is expressly stated to be a waiver and is communicated to you in writing.

13. VARIATION

Innovise operates an online ordering system for customers and you hereby agree to make use of the online ordering system such that Quotes managed using the online system are subject to the Agreement. In the event that you change the Software licensed from Innovise, the changes to charges will take immediate effect, unless otherwise stated in the Quote.

If the online ordering system is not used, the Company will have no expectation of any orders, notices or changes it requests having immediate effect.

Any separate terms and conditions of purchase provided to Innovise, completion of any tendering or procurement portals, or other means of attempting to vary this Agreement are not binding on Innovise, or capable of varying this Agreement, unless agreed in writing by a Director of Innovise.

14. SEVERABILITY

If any of the terms of this Agreement are determined by any competent authority to be invalid, unlawful or unenforceable to any extent, such term, condition or provision will to that extent be severed from the remaining terms, conditions and provisions which will continue to be valid to the fullest extent permitted by law.

15. ENTIRE AGREEMENT

This Agreement (and any document expressly referred to in it) represents the entire Agreement between us in relation to the provision of the Solution supersedes any prior Agreement, understanding or arrangement between us, whether oral or in writing.

- 15.1. We each acknowledge that, in entering into this Agreement, 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 us prior to entering into this Agreement except as expressly stated in this Agreement.
- 15.3. Neither of us 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 this Agreement (unless such untrue statement was made fraudulently) and the other party's only remedy shall be for breach of contract as provided in this Agreement.
- 15.4. This Agreement 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.

16. DATA PROTECTION

Both parties agree to comply with their respective obligations under the Data Protection Act 1998 (Act). Furthermore, the parties acknowledge and agree the following:

- 16.1. Innovise is the data processor, for the purposes of the Act;
- 16.2. The Customer is the data controller, for the purposes of the Act;
- 16.3. The Customer is responsible for data retention and may from time to time request assistance from Innovise to delete data that can no longer be retained;
- 16.4. The Customer is responsible for testing the Solution and making sure it meets their requirements for data protection purposes and Customer's compliance with the Act.

17. **FORCE MAJEURE**

Neither party shall be in breach of this Agreement nor liable for delay in performing, or failure to perform, any of its obligations under this Agreement if such delay or failure result from events, circumstances or causes beyond its reasonable control. In such circumstances the time for performance shall be extended by a period equivalent to the period during which performance of the obligation has been delayed or failed to be performed. If the period of delay or non-performance continues for three months, the party not affected may terminate this agreement by giving thirty days' written notice to the affected party.

18. **NOTICES**

Any notice or other communication given to a party under or in connection with this Agreement 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, commercial courier, or email.

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; 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.

19. **BRIBERY AND CORRUPTION / MODERN SLAVERY**

Both parties shall comply with all applicable laws, statutes and regulations relating to anti-bribery and anti-corruption and modern slavery, including but not limited to 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.

20. **NO PARTNERSHIP OR AGENCY**

Nothing in this Agreement is intended to, or shall be deemed to, establish any partnership or joint venture between any of the parties, 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.

21. **NON-SOLICITATION**

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 or the Support 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 or the Support Services provided under this Agreement at any time during the term of this Agreement. 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 a minimum of twelve months' salary of the employee.

22. **LAW AND JURISDICTION**

If any dispute arises in connection with this Agreement, the parties will attempt to settle it 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. This Agreement, its 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

Innovise Support can be contacted as follows:

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

1. PROVISION OF SERVICES

Innovise 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 (Support Services).

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

Innovise 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, Innovise 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

Innovise will levy additional charges for Out of Hours calls (OOH) which are not Priority Level 1 unless otherwise agreed in writing.

OOH calls are defined as calls not made during Standard hours of operation. Standard operating hours for any support calls are:

- For all Customers (except the US and Canada): 0800-1700 GMT/BST excluding English public and bank holidays.
- For all US and Canadian Customers: 0800-1700 EST excluding English public and bank holidays.

Where Innovise determines the fault to be Priority Level 1 as per the table below, Innovise will not levy any additional charges for OOH service.

Additional charges will also be levied where Innovise is requested to investigate faults which are out of its scope of service ("OOS").

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 and conditions that you report Software and SaaS Service faults as required below:

- The Company will log incidents with Innovise support, by 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.
- The Company will report suspected Priority Level 1 and Priority Level 2 incidents by telephone to the Innovise Support Desk on the telephone number advised.
- The Company will ensure that any incidents are reported to Innovise in a timely manner.
- The Company recognises that Innovise reserves a right to reprioritise the rating of the fault as necessary.
- The Company will only allow trained and/or competent users to call Innovise support.
- The Company will train a super-user and ensure that any normal day-to-day system administration requirements are undertaken, e.g. user administration.
- The Company will provide full details of the problem including but not limited to location, contact number, contact name, and description of the problem and details of the type of user device involved if appropriate.
- The Company will ensure that all communication relating to the reported incident is directed via the Innovise Support Desk.
- The Company will test and confirm that an incident has been fixed as quickly as possible after notification by Innovise to allow the incident to be closed.
- The Company will maintain versions of browsers, compatible hardware (e.g. mobile OS) and other technical parameters within the Company's domain in accordance with supported versions stipulated by Innovise.

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, Innovise 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 the ADDITIONAL CHARGES clause above.

5. LIMITATIONS AND EXCLUSIONS

Innovise 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 Innovise will be able to rectify the problem within a particular time-scale.

- 5.1 We intend to respond to all faults by remote means within one hour of logging for all faults logged as priority or within 24 hours for all other faults.
- 5.2 Where required and as determined by Innovise as the appropriate response, a site visit will be arranged within 72 hours of a fault rated as priority and 120 hours for all other faults.
- 5.3 Any modification or error correction to the Software will be delivered by appropriate mechanism, including but not limited to; 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 the Company uses the SaaS Services (partially or entirely):
 - 5.4.1 Innovise's obligation to provide the Support Services is conditional upon the proper use of the Software and SaaS Service and Innovise 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 Innovise or not designated by Innovise, or any fault in any such equipment or software; any breach of the Company's obligations under this Agreement; any modification to the Software which is not expressly authorised by Innovise; or operator error.
 - 5.4.2 It hereby agrees that Innovise has the right to implement a new Version of the Software into the SaaS Services at a time to suit Innovise, subject always to the provision of reasonable notice of any change. Wherever possible such notice shall be no less than ten business days. Innovise shall not be obliged to undergo any Company specific change control or other release processes, unless expressly agreed otherwise in writing.
- 5.5 Where the Company uses on-premise Services;
 - 5.5.1 Innovise's obligation to provide the Support Services is conditional upon the proper use of the Software and SaaS Service and Innovise 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 Innovise or not designated by Innovise, or any fault in any such equipment or software; any breach of the Company's obligations under this Agreement; any modification to the Software which is not expressly authorised by Innovise; or operator error.
 - 5.5.2 It hereby agrees that Innovise has the right to implement a new Version of the Software at a time to suit Innovise, subject always to the provision of reasonable notice of any change. Wherever possible such notice shall be no less than ten business days. Innovise shall not be obliged to undergo any Company specific change control or other release processes, unless expressly agreed otherwise in writing.

These support terms shall apply to the most recent generally available Release or Version of the Software ("LV") as well as the immediately preceding Release or Version ("LV-1"). Company understands and agrees that Innovise shall have no obligation to support any Release or Version of the Software that is older than LV-1. For the purposes of this paragraph, the term "Release" shall be defined as a specific edition of the Software, designated by a number located to the left of the first decimal point (such as Release 1.x or Release 2.x), and the term "Version" shall be defined as a specific edition of the Software, designated by a number located to the right of the first decimal point (such as Version x.1 or Version x.2).

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Target Response times:

Priority Level	Business Impact	Anticipated Target Response	Anticipated Target Fix
1	'HIGH' – where Company's operations are significantly affected. The Licensed Software or major components of the Licensed 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 Licensed 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 Licensed Software is detected which has minimal impact on the daily 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 hour are 0800-1700 GMT/BST excluding English public and bank holidays.

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

Innovise 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
- Rental - which includes Support
- Purchase without Support (Section 2 does not apply)

Innovise do not support hardware under the Manufacturer's warranty terms. Any Hardware subject to support will be detailed on the Quote.

2. SUPPORT SERVICE

Innovise shall provide a telephone based Help-Desk for the technical Support for the Hardware during standard office hours only: 0800-1700 GMT/BST excluding English public and bank holidays (Standard Hours of Operation).

Innovise 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, Innovise 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.

2. ADDITIONAL CHARGES

For all purchased Hardware with Support, it is supplied on a Return to Base agreement (RTBA).

Innovise 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 agreements, user guidance and where limited site based support is provided, Innovise at its sole discretion will determine if a site / engineer visit is required and the Company is required to support our investigation of the fault to the fullest extent possible.

3. COMPANY REQUIREMENTS

You will comply with the Company requirements as per Schedule 1, Section 3 of this Agreement.

4. LIMITATIONS AND EXCLUSIONS

Innovise 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.

- 4.1 If the Hardware is subject to installation on a site/location, Innovise or its appointed engineers must have installed it or supervised directly its installation, for Support to be available.
- 4.2 Hardware is supported on a RTBA. Call outs and engineer visits cannot be guaranteed, and all calls or visits are excluded from any estimation of service availability or compliance.
- 4.3 Where required and as determined by Innovise as the appropriate response, a site visit will be arranged within three (3) working days of a fault rated as Priority Level 1 and five (5) working days for all other faults. However, no guarantee or warranty is given of any times for response or that Innovise will be able to rectify the problem within a particular time-scale.
- 4.4 Any call that requires a 'call out' or 'site visit' must be booked with the Engineering team by 1200 midday GMT or it will be considered as next working day for the purposes of Anticipated Target Fix in the table below.
- 4.5 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.
- 4.6 The Company will not attempt to remedy the fault other than as directed by Innovise or the on-site Engineer (as appropriate).
- 4.7 Innovise's obligation to provide the Support Services is conditional upon the proper use of the Hardware and Innovise 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 Innovise or not designated by Innovise, or operator error.

Target Response times:

Priority Level	Business Impact	Anticipated Target Response	Anticipated Target Fix
1	'HIGH' – where Company's 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 hour are 0800-1700 GMT/BST excluding English public and bank holidays