MSSA

Master Software and Services Agreement

Version 21

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Definitions and Interpretation

Any reference to a "day" or "days" refers to calendar days.

Any reference to "business days" refers to any day which is not a weekend or public or bank holiday in any part of the United Kingdom.

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

"writing", and any cognate expression, includes a reference to any communication effected by electronic transmission or similar means;

a statute or a provision of a statute is a reference to that statute or provision as amended

or re-enacted at the relevant time; a "Schedule" is a schedule to this Agreement; a

"Clause" is a reference to a Clause of this Agreement; a "Party" or the "Parties" refer

to the parties to this Agreement;

"we", "us" or "our" is a reference to the Company; and "you"

or "your" is a reference to the Client.

The headings used in this Agreement are for convenience only and shall have no effect upon the interpretation of this Agreement. Words imparting the singular number shall include the plural and vice versa and references to any gender shall include the other gender and to persons shall include corporations.

"Acceptance Certificate" means any document to be used in conjunction with the supply of Products to be signed by the Client on delivery or completion of an agreed acceptance test, indicating their acceptance of the Product;

"Affiliates"	means a legal entity that directly or indirectly is controlled by, controls or is under common control with a Party, provided that "control" shall mean ownership as to more than fifty percent (50%) of another legal entity or the power to direct decisions of another legal entity, including the power to direct management and policies of another legal entity, whether by reason of ownership, by contract or otherwise;
"Agreement"	means this MSSA and any agreements entered into between the Company and Client to which this MSSA applies (e.g., Order Forms and/or Scopes of Work), all as amended from time to time;
"Beta Service"	means beta, pre-release and evaluation versions of Software and Services;
"Client"	means the contracting entity identified on the Order Form or the Scope of Work purchasing the Software and/or Services;
"Client Data"	means electronic data and information submitted by or for Client in relation to the Services or collected and processed by or for Client using the Services;
"Commercial Proposal"	means a proposal to supply Software and/or Services which includes this MSSA and the Order Form or Scope of Work;
"Commencement Date"	means the date of signature on the Order Form or Scope of Work;
"Company" or "Ideagen"	means the contracting entity supplying the Software or performing the Service as detailed on the applicable Order Form or Scope of Work;
"Confidential Information"	has the meaning given to it in Clause 16;
"Group Company"	means in relation to a Party, (a) any subsidiary of that Party; (b) the holding company of that Party (if any); and (c) any other subsidiary of that holding company and for these purposes' "subsidiary" and "holding company" each have the meaning given to them in section 1159 of the Companies Act 2006;
"Hosted" or "Hosting"	means Software is deployed and managed by the Company or its agents. For example, the Software and associated data are installed and managed on infrastructure owned or operated by Ideagen or its agents and accessed remotely by the Client;
"Intellectual Property Rights"	means any and all patents, rights in inventions, rights in designs, trademarks, trade and business names and all associated goodwill, rights to sue for passing-off or for unfair competition, copyright, moral rights and related rights, rights in databases, topography rights, domain names, rights in information (including know-how and trade secrets) and all other similar or equivalent rights (subsisting now or in the future) in any part of the world, in each case whether registered or unregistered and including all applications for, and renewals or extensions of, such rights for their full term;
"MSSA"	means this Master Software and Services Agreement;

"On-Premise" means that the Software and associated data are installed and managed on infrastructure at the premises of the Client (or other such location operated or specified by the Client) and managed by the Client or its agents;

"Order Form" means a quotation, or a renewal quotation provided by the Company that details the Software and/or Services that the Company is agreeing to provide;

"Parties" or "Party" means singly or collectively the Company and Client as the context so requires;

"Products" means computer hardware, software products or associated equipment that may be supplied by the Company;

"SaaS" means Software as a Service;

"Scope of Work" or "SoW" means a contractual document provided by the Company specifying the project plan, scope and details of the Software and/or Services to be provided under the terms of this MSSA;

"Services" means all services supplied by the Company under the Agreement as specified on the Order Form or Scope of Work;

"Software" means Software products including online software products that are ordered by Client and made available to the Client as Hosted or On-Premise by the Company, including any interfaces or associated offline components as described in both product documentation and if applicable any Order Form or Scope of Work;

"Support and Maintenance Services" means support and maintenance services provided by the Company as per Appendix A. If there are any consultancy days provided under support and maintenance services, these will be specified on the Order Form or Scope of Work;

"Success Package" means any success package provided by the Company as specified on the Order Form or Scope of Work;

"Success Package Services Term" means a period of two (2) years, or such other period stated on the Order Form or Scope of Work, or on termination of this Agreement, whichever is sooner;

"Term" means the contract term set forth in this MSSA or applicable Order Form or Scope of Work as described in Clause 7;

"User" means an individual or entity who is authorised by the Client to use the Software or a Service to whom the Client has supplied a user identification and password; and

"Work Product" means the work, programs, applications, interfaces, Software, and other technical information created by Ideagen in the course of performing the Services.

1. Formation of the Agreement

1.1. This MSSA is a legal agreement between the Company and you, the Client. By acceptance of this MSSA, the Client acknowledges its acceptance of this together with any of the Agreements and associated documents provided. This MSSA will not be overridden by any other Agreement or documentation unless approved in writing by Ideagen.

1.2. This MSSA, together with the relevant Order Form or Scope of Work, issued by Ideagen, set forth the terms under which Ideagen offers for sale Products and/or Services to the Client. When the Client accepts Ideagen's offer, either by acknowledgement, acceptance of use of any Products and/or commencement of performance of any Services, a binding contract shall be formed. Such Agreement is limited to these terms, along with the relevant Order Form or Scope of Work. Neither Party agrees to any proposed amendment, alteration, or addition unless mutually agreed to in writing. Any other statement or writing shall not alter, add to, or otherwise affect the Agreement.

1.3. Ideagen is not bound by and hereby expressly rejects the Client's general conditions of purchase and any additional or different terms or provisions that may appear on any order or the like used by the Client. Course of performance, course of dealing, and usage of trade shall not be applied to modify these conditions of sale.

1.4. If not acknowledged and accepted earlier, acceptance of this MSSA shall be deemed to have occurred on the initial delivery of Products or Services ordered under the applicable Order Form or Scope of Work.

1.5. In the event of any conflict between the terms of this MSSA and any Order Form or Scope of Work, ranking will be the applicable Order Form followed by the applicable Scope of Work followed by this MSSA, provided that in the case of any warranty, indemnity or liability cap, the terms of this MSSA will prevail. Any terms incorporated by written reference (including written reference to information contained in a URL or referenced policy document) form a part of this MSSA as if set forth herein. Any terms in accompanying terms and conditions of use, privacy policy, End User Licence Agreement ("EULA") or third-party licence agreements are subordinate to the terms of this Agreement.

2. Ownership and Intellectual Property Rights

2.1. Provided the Client is complying with its material obligations hereunder, Ideagen shall provide Client with Software and/or Services as stated and listed on the Order Form or Scope of Work. All rights in the Software remain the property of Ideagen and its third-party licensors (as applicable) and the Client acquires no title or interest in the Software other than the right to use it as detailed in this MSSA. Although Client has rights to use the Software as described, Ideagen has not passed ownership of any Intellectual Property Rights in the Software to Client. Ideagen and its third-party licensors (as applicable) continue to own all Intellectual Property Rights in the Software. Ideagen and its third-party licensors (as applicable) also retain all rights and title and interest to all materials furnished by Ideagen, and all Intellectual Property Rights including trademarks, and trade names worldwide necessary to perform this Agreement.

3. Software Licence

3.1. The Software, including third-party software embedded in the Software, is not open-source, freeware, or shareware. It is only licensed, not sold, to the Client under the terms of this Agreement and associated Order Form or SoW. Ideagen and its Affiliates reserve all rights not expressly granted to the Client under this Agreement.

3.2. Where the Order Form or SoW provides that the Software is provided on a SaaS basis:

3.2.1. Ideagen grants the Client (and, where permitted by the Order Form or SoW, the Client's Group Companies) a non-exclusive, non-transferable, revocable right and licence to access and use the Software and Work

Product only for the Client's internal business operations during the Term of this Agreement and in accordance with the terms of this Agreement. As the Software is only licensed to the Client, the Client shall not rent, lease, make available as a bureau service, sublicense, sell, assign, pledge, transfer or otherwise dispose of the Software on a temporary or permanent basis.

    3.2.2. The grant of the right and licence set out in Clause 3.2.1 is always subject to the Client's compliance with the terms of this Agreement, the relevant Order Form or SoW and any other documents referenced in, or attached to, this Agreement or relevant Order Form or SoW (including, without limitation, in accordance with any usage limits and named or concurrent user restrictions).

3.3. Where the Order Form or SoW provides that the Software is provided in an object code format and on a perpetual basis:

    3.3.1. Ideagen grants the Client (and, where permitted by the Order Form or SoW, the Client's Group Companies) a non-exclusive, non-transferrable, royalty-free, fully paid-up perpetual licence to access and use the Software and Work Product only for the Client's internal business operations and in accordance with the terms of this Agreement.

    3.3.2. The grant of the licence set out in Clause 3.3.1 is always subject to the Client's compliance with the terms of this Agreement, the relevant Order Form or SoW and any other documents referenced in, or attached to, this Agreement or relevant Order Form or SoW (including, without limitation, in accordance with any usage limits and named or concurrent user restrictions).

    3.3.3. Unless otherwise stated on the Order Form or SoW, the Client shall be permitted to make any website applications forming part of the Software available to third parties for the Client's internal business operations only. For the avoidance of doubt, such use shall at all times remain subject to the terms of this Agreement (including, without limitation, that such use must not constitute the provision by the Client of a bureau service).

3.4. Subject to Clause 3.3.3 and the terms of the relevant Order Form or SoW, any licences granted to the Client pursuant to this Agreement shall not include the right to make the Software, Services and/or Work Product available, directly, or indirectly, to third parties.

3.5. The Client acknowledges that use of any third-party software embedded in the Software is subject to any additional third-party terms and conditions that may be notified to the Client from time to time.

3.6. The Client acknowledges that the Software is provided on a non-exclusive basis and that Ideagen, its Affiliates and its third-party licensors reserve the right to grant licenses to use such Software to any other party or parties.

4. Terms of Use

4.1. Where the Software is provided in object code format and on a perpetual basis, the Client may make a maximum of one (1) copy of the Software for back-up and/or disaster recovery purposes.

4.2. Subject to Clause 4.1, the Client agrees and acknowledges that it shall not and shall ensure its Users shall not:

4.2.1. reproduce, copy, distribute (on a website, ftp server or otherwise), redistribute, store, sell, rent, lease, make available as a bureau service, sub-license, assign, transfer, disclose, create derivative works or in any other fashion re-use the Software and/or Work Product without the prior written consent of Ideagen;

4.2.2. make adaptations or variations to the Software and/or Work Product without the prior written consent of Ideagen;

4.2.3. disassemble, decompile or otherwise reverse-engineer the Software and/or Work Product other than as permitted by operation of law;

4.2.4. alter, remove, obscure, conceal or otherwise interfere with any markings on or within the Software and/or Work Product (including the packaging and any other physical embodiment of the Software and/or Work Product) which refers to Ideagen and its third-party licensors (as applicable) and must not interfere with, or fail to reproduce, any other copyright notices of Ideagen and its third-party licensors (as applicable) as they appear in or on the Software and/or Work Product and any and all copies thereof;

4.2.5. use the Software and/or Work Product for any purpose that is illegal, fraudulent, harmful or otherwise contrary to any law or regulation or any regulatory code or any written instruction or guideline from Ideagen (including, without limitation, this Agreement);

4.2.6. misuse the Software and/or Work Product by knowingly introducing trojans, viruses, worms, logic bombs or other material which is malicious or technologically harmful or attack the Software and/or Work Product via spamming, flooding, a denial-of-service attack or a distributed denial of service attack;

4.2.7. permit or facilitate the use of the Software and/or Work Product in any manner that causes, or may cause, damage to the Software or impairment of the availability or accessibility of the Software and/or Work Product or which would otherwise constitute a breach of the terms and conditions of this Agreement;

4.2.8. tamper with, or attempt to gain unauthorised access to, the Software and/or Work Product or any server, computer or database connected to the Software and/or Work Product or probe, scan or test the vulnerability of the Software and/or Work Product; and/or

4.2.9. attempt to obtain, or assist third parties in obtaining, access to the Software and/or Work Product, other than as provided in this Agreement.

4.3. The Client shall (a) be responsible for Users' compliance with the terms of this Agreement, (b) use all reasonable endeavours to prevent unauthorised access to or use of Software and/or Work Product and (c) promptly report to Ideagen on becoming aware of any actual or suspected unauthorised access or use.

4.4. The Client shall use all reasonable endeavours to prevent any infringement of Ideagen, its Affiliates and its third-party licensors' Intellectual Property Rights in the Software and/or Work Product and shall promptly report to Ideagen on becoming aware of any actual or suspected infringement that comes to the Client's attention.

4.5. The Client grants Ideagen and our Affiliates a fully paid-up, non-exclusive, royalty-free, non-transferable licence to copy and modify any materials provided by the Client to Ideagen and/or its Affiliates for the Term for the purpose of providing the Services to the Client.

5. Rights to Work Product

5.1. Any expression or results of Ideagen's Services, or the Work Product are the property of Ideagen and are licensed to Client, without further licence fees,

pursuant to the Software licence(s) to which the Client is bound, provided, however, Work Product does not include, and Client shall retain title to (i) Confidential Information of Client (including data stored in the Software), (ii) all content provided by Client, including without limitation all proprietary rights of Client. Other than as permitted under this Agreement for the Software, the Client shall have no rights to sublicense, transfer, assign, convey, or permit any third-party to use or copy any Work Product.

5.2. Without prejudice to Clause 5.1, where Client makes use of our Application Programming Interfaces ("APIs"), the Client agrees that it is solely responsible for any programs, applications, interfaces, code, data, content, or resources that they create, transmit or display through, or using, our APIs. We agree that we do not obtain any right, title, or interest from you under this Agreement in or to any of the foregoing that you create or develop using the APIs including Intellectual Property Rights.

6. Contracting Party and Jurisdiction

6.1. The contracting Party will be specified on the associated Order Form or SoW and all purchase orders (if applicable) must be addressed to that Party.

6.2. If the Client is purchasing Software and/or Services, which include the storage of data, then:

   6.2.1. if the Client is contracting with Ideagen Inc, such data will be stored in the United States of America; or

   6.2.2. otherwise, such data will be stored within the UK or European Union as per Clause 17.5.3 and will not be exported from the agreed jurisdiction or geographic location (other than as implemented by or instructed by the Client) without the Client's prior written consent.

7. Term and Termination

7.1. This Agreement will commence on the date of last signature and will continue until terminated.

7.2. The Term for Services provided under this Agreement will commence on the Services Commencement Date as indicated on the associated Order Form or SoW. Unless stated otherwise on the Order Form or SoW, the Services will continue in effect, for an initial period of one (1) year (the "Initial Service Period") and thereafter, shall automatically renew for successive one (1) year periods (each a "Renewal Period"), unless either Party gives written notice to the other of its intent to terminate at least sixty (60) days prior to the end of the Initial Service Period or the applicable Renewal Period. Ideagen will send out maintenance renewal notifications to the Client via email at least ninety (90) days prior to the end of the Initial Service Period or the applicable Renewal Period. Please note that Ideagen's latest terms and conditions will apply to the maintenance renewal.

7.3. If the Client has not provided Ideagen with written notice of its intent to terminate this Agreement within the timeframe specified in Clause 7.2, then the Agreement may be terminated by the Client, however the full fee up to the next renewal date shall be payable by the Client. For the avoidance of doubt termination of the Agreement does not terminate a perpetual licence granted under the Agreement.

7.4. In addition, either Client or Ideagen may terminate this Agreement and/or any individual Order Form or SoW as a result of a "Material Breach" (as defined below) of such agreement by the other Party. The non-breaching Party shall

provide written notice to the other Party of the Material Breach and there will be a cure period of thirty (30) days which may be extended by mutual written agreement between the Parties. For purposes of this Agreement:

7.4.1. a Material Breach by Ideagen shall include (a) a repetitive failure (on three (3) or more occasions) to provide the contractual Services in line with the SLA targets agreed or (b) the unauthorised disclosure of Client Personal Data resulting from Ideagen's gross negligence or wilful misconduct or (c) a breach of any of its obligations under Clause 15,16,17 or 20; and

7.4.2. a Material Breach by Client shall include (a) failure to pay undisputed fees when due and not remedying the breach within the cure period of thirty (30) days or (b) a breach of any of its obligations under Clause 15,16,17 or 20.

7.5. In the event the Client is in Material Breach, Ideagen at its discretion may suspend all or any portion of the Software and/or Services to the Client or terminate this Agreement for Material Breach by Client.

7.6. This Agreement will automatically and immediately end without refund if either Party becomes bankrupt or their business is not able to pay its debts, stops trading or becomes insolvent.

7.7. Where Services are provided On-Premise, within thirty (30) days of termination of the Agreement or at the end of any non-perpetual licence term, you shall uninstall the Software and return it to us (including any copies you have made of the Software, or any part of it) and provide a certificate signed by your duly authorised representative to confirm compliance with this Clause.

7.8. Regardless of how the Agreement ends, the data you store in the Software remains your data and you are entitled to extract it from the Software. However, your failure to extract it will not prevent the Agreement ending.

7.9. Expiry or termination of the Agreement (howsoever occasioned) is without prejudice to any accrued rights or remedies available to the Parties, nor shall it affect the enforceability of any Clause, provision, paragraph or section of the Agreement which is expressly or by implication intended to come into or continue into force on or after such expiry or termination.

7.10. In the event of termination or expiry of the Agreement:

7.10.1. Client shall be entitled to transfer assistance from Ideagen pursuant to the terms and conditions set forth on the Order Form or SoW; within the running notice period until up to fourteen (14) days after expiration of the latter, this transfer assistance will be granted at no additional charge to Client; and

7.10.2. where Ideagen hosts Client Data, upon request by Client made within thirty (30) days after the effective date of termination or expiration of the Agreement, Ideagen will make the relevant Client Data available to Client for export or download. After that thirty (30) day period, Ideagen will have no obligation to maintain Client Data, and will thereafter delete or destroy all copies of Client Data in Ideagen systems or otherwise in Ideagen's possession or control as provided in the Agreement, unless legally prohibited.

8. Deliverables

8.1. Proprietary Software:

8.1.1. For the Initial Service Period or applicable Renewal Period, provided the Client is complying with its material obligations under the Agreement, Ideagen shall provide the Client with Software, as detailed on the associated Order Form or SoW under the following terms:

8.1.1.1. Where the Software provided is Hosted:

8.1.1.1.1. Ideagen will provide secure access to the latest supported version of its applications via the Internet from its own hosting facility (the Hosting site) on a 24x7 basis, excluding any downtime, scheduled system back-up or other ongoing maintenance as required (such downtime or other ongoing maintenance to be scheduled, as far as is reasonably practicable, so as to minimise disruption to the activities of the Client); and

8.1.1.1.2. the Client understands and agrees that there may be instances where Ideagen is required to interrupt the Services without notice in order to protect the integrity of the Services due to security issues, virus attacks, spam issues or other unforeseen circumstances. Ideagen agrees to make commercially reasonable efforts to minimise instances of interruptions of service without notice.

8.1.1.2. Where the Software provided is On-Premise:

8.1.1.2.1. On-Premise Software must be installed in accordance with the volume and type of licences detailed on the Order Form or SoW. Installations are only permitted on systems under the full control of the Client;

8.1.1.2.2. in some cases, Software must be activated with a licence file, where one is required, and which is required to be reactivated every year. Throughout the licensed term, Ideagen will renew the licence in line with this Agreement and the Client should receive the licence file at least thirty (30) days before the end of the validity of the previous licence file;

8.1.1.2.3. you must run the application on hardware with specifications that meet or exceed the system's recommendations and third-party compatibility information set forth in Ideagen's minimum system requirements as notified from time to time; and

8.1.1.2.4. if upgrades are made available in relation to your version of the Software, these will be available to you via the appropriate distribution method dependent on product(s) purchased as stated on the Order Form or SoW. While there is no obligation to make upgrades available, Ideagen will only make these available to Clients who have a valid agreement and have purchased maintenance where required.

8.1.1.3. Where the Software provided is SaaS:

8.1.1.3.1. this is subject to specific terms and conditions of use which are detailed in Clause 4 of this MSSA and in the Software application.

8.2. Non-Proprietary Software:

8.2.1. Where Hardware or Software is provided to Company by a third-party and supplied to the Client:

8.2.1.1. the Company shall specify such hardware or Software within the relevant Order Form or SoW and the Company shall use reasonable

endeavours to advise the Client of variations to such third-party Product specifications following formal notification to the Company of such variations by the third-party supplier;

8.2.1.2. where changes to third-party Product specifications significantly alter the price or fitness for purpose of the Products to the detriment of the Client, the Company and the Client shall agree upon such changes in writing or arrange for the supply of alternative Products as soon as reasonably possible;

8.2.1.3. Products shall be supplied by the Company on the terms and conditions of use for such Products as defined by the suppliers at the time of delivery and subject to such terms and conditions being notified to the Client within the Order Form or SoW;

8.2.1.4. the Company shall pass on any warranty provided by the thirdparty supplier but gives no absolute warranty to the Client in respect of third-party Product that is purchased by the Company from a third-party supplier for resale to the Client but the Company shall take reasonable steps to assist Client in pursuing warranty claims against the relevant third-party supplier; and

8.2.1.5. the Client must comply with the terms of the third-party supplier's software licences notified to the Client.

9. Service Use Restrictions

9.1. Except where specified on the Order Form or SoW, use of Services is restricted to use by the Client only, including its Affiliates. Client shall not lease their capacity for use to any other third parties.

9.2. Client will not use the Software and/or Service to take any actions that:

9.2.1. infringe any third-party's copyright, patent, trademark, trade secret or other proprietary rights or rights of publicity or privacy;

9.2.2. violate any applicable law, statute, ordinance or regulation (including those regarding export control);

9.2.3. are defamatory, libellous, threatening, harassing or obscene;

9.2.4. constitute unauthorised entry to any machine accessible via the network; or

9.2.5. perform penetration testing of any type including PCI-DSS testing without the written authority of Ideagen and regardless the Client shall be liable for any and all damage to the software or data arising from such testing. Where the Company carried out any penetration testing which is relevant to the Services or Products used by the Client, the Company shall provide copies of all reports which are the output of such testing (such reports to be subject to redaction to protect the confidential commercial information of the Company). For the avoidance of doubt, Clause 9.2.5 is only applicable to SaaS and Hosting. If the Software is On-Premise, the Client reserves the right to carry out penetration testing on its own servers without Ideagen's written consent.

9.3. Ideagen may revise these Service use restrictions upon thirty (30) days' prior written notice to the Client; however, any revision to the Services by Ideagen shall not result in reduced Service, reduced functionality or diminished ease of use nor will the Client incur any additional (direct or indirect) costs. Client is responsible for ensuring that Users comply with the applicable terms

and conditions of this Agreement and relevant Agreements with respect to use of the Services and the Software, including these terms.

9.4. SaaS, term or perpetual licenses can be increased at any point during the Initial Service Period or applicable Renewal Period of the Agreement. SaaS or term licenses can only be reduced sixty (60) days prior to the end of the Initial Service Period or end of the applicable Renewal Period. Perpetual licenses cannot be reduced once purchased.

10. Service and Product Free trials

10.1. If we provide a free trial, we will make one or more Services available to you on a trial basis free of charge until the earlier of:

10.1.1. the end of the free trial period for which you registered to use the applicable Software or Service(s);

10.1.2. the start date of any Purchased Software or Service subscriptions ordered by you for such Service(s); or

10.1.3. termination by us in our sole discretion.

10.2. Additional trial terms and conditions may be applicable and detailed on the Order Form or Scope of Work. Any such additional terms and conditions are incorporated into this Agreement by reference and are legally binding.

10.3. ANY DATA YOU ENTER INTO A SAAS PRODUCT, AND ANY CUSTOMISATIONS MADE TO THE SERVICES BY OR FOR YOU, DURING YOUR FREE TRIAL WILL BE PERMANENTLY DELETED UPON TERMINATION OF THE FREE TRIAL PERIOD UNLESS YOU PURCHASE A SUBSCRIPTION TO THE SAME SERVICES AS THOSE COVERED BY THE TRIAL.

11. Pre-release evaluation Product and Services – Beta

11.1. From time to time, we may make Beta Services available to you at no charge. You may choose to try such Beta Services or not in your sole discretion. Beta Services are intended for evaluation purposes and not for production use, are not supported, and may be subject to additional terms. Beta Services are not considered "Services" under this Agreement, however, all restrictions, our reservation of rights and your obligations concerning the Services, and use and Content, shall apply equally to your use of Beta Services. We may discontinue Beta Services at any time in our sole discretion and may never make them generally available. We will have no liability for any harm or damage arising out of or in connection with a Beta Service.

12. Product and Service Usage Limits

12.1. If applicable, Software and Services may be subject to any usage limits if such limits are specified on the applicable Order Form or SoW or otherwise agreed by the Parties. Unless otherwise specified:

12.1.1. where a quantity on an Order Form or SoW refers to named or a number of Users, the Service may not be accessed by more than that number of Users;

12.1.2. where a quantity on an Order Form or SoW refers to a number of concurrent Users, the Service may not be accessed by more than that number of Users at any point in time;

12.1.3. a User's password may not be shared with any other individual; and

12.1.4. except as set forth in an Order Form or SoW, a User identification may only be reassigned to a new individual replacing one who will no longer use the Service.

12.2. Where Services include the uploading, and downloading of documents and data, limits may apply to the amount of data transferred in any given time period.

12.3. Pursuant to Clause 12.2, if you exceed a contractual usage limit, you will be required to execute an Order Form for additional quantities of the applicable Services or content promptly upon our request and/or pay for excess usage at our standard rates defined on the applicable Order or SoW.

13. Limitation of Liability

13.1. THE LIMITATION OF LIABILITY SET FORTH IN CLAUSE 13.1 SHALL NOT APPLY TO: (A) FEES DUE UNDER THIS AGREEMENT OR (B) EITHER PARTY'S DEFENSE AND INDEMNITY OBLIGATIONS SET FORTH IN CLAUSE 14, CLAUSE 20 AND CLAUSE 37. EACH PARTY'S MAXIMUM LIABILITY FOR ANY ACTION ARISING UNDER ANY AGREEMENT, REGARDLESS OF THE FORM OF ACTION AND WHETHER IN TORT OR CONTRACT, SHALL BE LIMITED TO THE AMOUNT PAID OR PAYABLE BY THE CLIENT UNDER THIS AGREEMENT (EITHER OF THE FOREGOING SHALL BE REFERRED TO AS THE "LIABILITY CAP"). IF, HOWEVER, AN ACTION ARISES UNDER THIS AGREEMENT, REGARDLESS OF THE FORM OF ACTION AND WHETHER IN TORT OR CONTRACT, FROM A PARTY'S BREACH OF ITS DATA PROTECTION OBLIGATIONS IN CLAUSE 17, THE LIABILITY CAP SHALL BE INCREASED TO TWO TIMES THE AMOUNT PAID OR PAYABLE BY THE CLIENT UNDER THIS AGREEMENT (THE "DATA PROTECTION LIABILITY CAP"). IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, PUNITIVE OR EXEMPLARY DAMAGES OF ANY KIND, INCLUDING WITHOUT LIMITATION, LOST DATA OR PROFITS, HOWEVER ARISING, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE PARTIES AGREE TO THE ALLOCATION OF RISK SET FORTH HEREIN.

14. Indemnities

14.1. By Client:

14.1.1. Client shall indemnify and defend Ideagen against any third-party claims, damages, losses and costs, including reasonable legal fees (i) resulting from the unauthorized use, that has been permitted by the Client, of Ideagen's Software or the Services or (ii) that any of Client's content provided and included on the hosting site infringes or violates any rights of third parties, including without limitation, rights of publicity, rights of privacy, Intellectual Property Rights, trade secrets or licences.

14.2. By Ideagen:

14.2.1. Ideagen shall indemnify and defend Client against any third-party claims, damages, losses, and costs, including reasonable attorneys' fees (i) resulting from Ideagen's gross negligence or wilful misconduct or (ii) that Ideagen's Software infringes the patent, trademark or copyright of third parties, provided that Ideagen shall not be obligated to indemnify Client to the extent the alleged infringement arose from Client's use of the Software not in accordance with this Agreement or applicable documentation, Client's unauthorised modification of the Software, and/or Client's unauthorised combination of the Software with other products and services not provided by Ideagen. If any infringement as mentioned in sub item (ii) occurs, or, in Ideagen's opinion may occur, or if Client is prohibited by a court order from using the Software, then, subject to the Client complying with Clause 14.3, Ideagen shall at its own expense and as soon as reasonably possible either (a) procure for Client the right to continue

using the Software or any part thereof, (b) replace the Software with a functionally equivalent non-infringing product, or (c) modify the same so as to make it non-infringing while remaining functionally equivalent. If Ideagen is unable to perform any of the options described in (a), (b) or (c) above, Client shall return the allegedly infringing item, and Ideagen's sole liability (in addition to any third-party claims under this Clause) shall be to refund the Client the amount paid by the Client for such infringing item. This Clause 14.2.1 shall constitute Ideagen's sole obligation and Client's sole and exclusive remedy with respect to any infringement or claim of infringement.

14.3. On becoming aware of a potential claim under 14.2.1 the Client shall:

14.3.1. notify Ideagen in writing of any allegation or infringement;

14.3.2. make no admission without Ideagen's consent; and

14.3.3. at Ideagen's request allow Ideagen to conduct and/or settle all negotiations in or prior to litigation and give Ideagen all reasonable assistance in respect thereof.

14.4. The terms of this Clause 14 shall survive termination of this Agreement and are irrespective of the terms of the EULA if applicable.

15. Warranties and Representations

15.1. Each Party warrants that:

15.1.1. it has the right and power to enter into each Agreement;

15.1.2. an authorised representative has executed or will execute each Agreement; and

15.1.3. it will comply with any applicable laws and regulations pertaining to any Agreement and the provision or receipt of Services thereunder.

15.2. Ideagen warrants that the Services will be performed in a professional and workmanlike manner in accordance with recognised industry standards. If Client believes that the Services were not performed in accordance with the warranty in the preceding sentence, Client will notify Ideagen within thirty (30) days after the Services were performed, and Ideagen, as it sole obligation and Client's sole remedy, will re-perform the Services at no additional cost.

15.3. Ideagen and its suppliers exercise no control whatsoever over the content of the information passing through their systems. Clients and Users must exercise their own due diligence before distributing and/or relying on information available on the Internet and must determine that they have all necessary rights to copy, publish, or otherwise distribute such information under copyright and other applicable laws. Neither Ideagen nor its suppliers will be liable for any consequences of providing email Services, including those suffered as a result of delivering or accessing information or content, such as accessing information with offensive, inaccurate or inappropriate content, the possibility of contracting computer viruses, or unauthorised access to or alteration, theft or destruction of any data, files, programs, procedures, or information through accident, fraudulent means or devices, or any other method, except where such damage occurs as result of Ideagen's or its supplier's negligence.

15.4. Whilst reasonable skill and care is used in designing the Software, it is supplied to you "as is" and except insofar as the same cannot be excluded by law or set out elsewhere in this Agreement, no warranty is given by us in relation to the Software or the uses to which it may be put or its fitness or suitability for any particular purpose or under any special conditions.

15.5. In respect of Hardware or Services provided directly by the Company to the Client, except as set out elsewhere in this Agreement, the only warranty given by the Company to the Client is that the Company shall in accordance with

normally accepted professional standards make good as quickly as is reasonably possible and at its own expense any defects identified on any relevant Acceptance Certificate or which develops during a period of thirty (30) days after delivery of the Hardware or performance of the Services.

15.6. The Company does not warrant that the Products are free from minor errors, however such minor errors shall not materially affect functionality or performance.

15.7. The undertaking given in this Clause shall not apply if the Product has been altered by any Party other than the Company without authorisation or has been operated or run on any platform or in any environment inappropriate for the Product.

15.8. IDEAGEN EXPRESSLY DISCLAIMS ALL OTHER REPRESENTATIONS OR WARRANTIES, WHETHER EXPRESS, IMPLIED OR STATUTORY (BY ANY TERRITORY OR JURISDICTION) TO THE EXTENT PERMITTED BY LAW, AND FURTHER IDEAGEN EXPRESSLY EXCLUDES ANY WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, OR MERCHANTABILITY TO THE EXTENT PERMITTED BY LAW.

16. Confidentiality

16.1. For the purposes of this Agreement:

16.1.1. "Confidential Information" means (i) any information and works in any form or format whatsoever disclosed to the Company by or on behalf of

the Client for use by the Company in providing the Products or Services and includes the Software, Work Product and the physical embodiment of any such information; (ii) any other information which the Company is required to generate in the course of providing Products or Services; (iii) the terms of this Agreement; and (iv) any and all other information in any form or format disclosed by or on behalf of one Party to the other Party under or in connection with this Agreement (or any associated other agreement) at any time (whether before, upon or following the entry into force of this Agreement), which information is marked as confidential or otherwise designated (whether orally or in writing, including in the latter case in terms of the following provisions of this definition) by the person supplying it as "confidential", or which by its nature is confidential. Confidential Information includes but is not limited to any information in relation to the Company's or the Client's past, present and potential future finances, policies, procedures, plans, products, services, contractual arrangements, staff, customers or contractors and/or those of any of the Company's or the Client's Group Companies.

16.1.2. "Discloser" means, in respect of any Confidential Information, the Party by or on behalf of which that Confidential Information is disclosed, and both Parties will be treated as the "Discloser" of the terms of this Agreement; and

16.1.3. "Recipient" means in respect of any Confidential Information, the Party to which that Confidential Information is disclosed under this Agreement, and both Parties will be treated as the "Recipient" of the terms of this Agreement.

16.2. Each Party will, in respect of any Confidential Information of which it is the Recipient:

16.2.1. use that Confidential Information only if and to the extent necessary for the purposes of performing its obligations and/or exercising its rights under this Agreement;

16.2.2. not disclose that Confidential Information to any person other than:

16.2.2.1. (i) any person employed or engaged by it (including any subcontractor properly appointed by the Recipient); (ii) its auditors and other professional advisers; and (iii) where the Client is the Recipient, any of the Client's Group Companies, in each case if and to the extent that such disclosure is necessary for the purposes in Clause 16.2 ("Permitted Disclosees"); and in each case shall be bound by the confidentiality obligations disclosed herein; or

16.2.2.2. any person having a statutory, regulatory right or other legal right (other than a contractual right) to request and receive that information, including any court of competent jurisdiction, provided that the Recipient promptly informs the Discloser (if and to the extent that the Recipient is legally permitted to so inform the Discloser) in order to allow the Discloser the opportunity to seek a protective order or otherwise limit such disclosure, and Recipient shall cooperate with Discloser to limit any such disclosure or to seek a protective order.

16.2.3. otherwise use all reasonable endeavours to protect and maintain the confidentiality of that Confidential Information.

16.3. If requested to do so by the Client, the Company will ensure that, prior to the disclosure to any Permitted Disclosee of any Confidential Information of which the Company is the Recipient, that person signs a separate confidentiality undertaking in favour of the Client in terms no less onerous than those set out in this Clause.

16.4. Clause 16.2 will not apply to any information which is or becomes public knowledge other than as a result of a breach of this Clause 16:

16.4.1. was rightfully in the Recipient's possession before its disclosure to the Recipient under or in connection with this Agreement and is not under an obligation of confidentiality in relation to that information; or

16.4.2. following its disclosure to the Recipient under or in connection with this Agreement, is received by the Recipient from a third-party who is not under an obligation of confidentiality in relation to that information provided that:

16.4.2.1. Clause 16.4 is not intended to exclude from the application of this Clause any information generated by the Company (or on the Company's behalf) for the Client under this Agreement which shall remain the Confidential Information of the Client; and

16.4.2.2. the burden of proof that Confidential Information falls into any of the exclusions set forth in Clauses 16.4.1 to 16.4.3 will be borne by the Party asserting the exclusion.

16.5. Each Party will ensure compliance by its Permitted Disclosees with the confidentiality obligations imposed on it by this Clause and shall be liable for any breach by its Permitted Disclosees hereto.

16.6. Each Party agrees that damages may not be an adequate remedy for any breach of this Clause and that the other Party will be entitled to seek a court order to enforce compliance with this Clause or to stop any breach of it, actual or threatened.

16.7. The Recipient shall not obtain, by virtue of the Agreement, any right, title, or interest in any Confidential Information of the Discloser.

16.8. The terms of this Clause 16 shall survive termination of this Agreement for a period of three (3) years.

17. Data Protection

17.1. For the purposes of this Clause 17:

17.1.1. "Data Privacy Laws" means all laws that relate to data protection, privacy, the use of information relating to individuals, and or the information rights of individuals including, without limitation, the Data Protection Act 2018, the Privacy and Electronic Communication (EC Directive) Regulations 2003, the Regulation of Investigatory Powers Act 2000, the Telecommunications (lawful Business Practice) (Interception of Communications) Regulations 2000, Investigatory Powers Act 2016, and any applicable laws in force from time to time in any relevant jurisdiction which implements the General Data Protection Regulation ((EU) 2016/679) ("GDPR") on the protection of individuals with regards to the processing of personal data, and in the UK, the term "GDPR" in this Agreement shall also mean any UK version of GDPR that applies on or after Brexit, and all and any regulations made under those acts or regulations all applicable formal guidance, rules, requirements, directions, guidelines, recommendations, advice, codes of practice, policies, measures or publications of the Information Commissioner's Office, other relevant regulator, and or relevant industry body, in each case in any relevant jurisdiction(s) from time to time and the equivalent in any other relevant jurisdictions (including any relevant jurisdiction where the Services (or part thereof) are performed), all as amended or replaced from time to time;

17.1.2. "(Data) Controller", "Data Subject", "Personal Data", "Processing", and "(Data) Processor" have the respective meanings given under the General Data Protection Regulation ((EU) 2016/679) or other applicable UK Data Privacy Laws from time to time; and

17.1.3. "Client Personal Data" means any Personal Data processed by Company on behalf of Client under or pursuant to this Agreement. For the avoidance of doubt, the Client shall not upload to the Software or provide to the Company any HIPAA, ITAR or children's data unless this has been agreed in writing and a Data Processing Agreement ("DPA") has been executed by the Parties.

17.2. The servers required to provide the Hosted Services to the Client are managed by Company, the geographical location of which will be detailed on the SoW.

17.3. Both Parties shall comply with their respective obligations under the applicable Data Privacy Laws in relation to the Processing of Client Personal Data while carrying out their respective obligations under this Agreement.

17.4. Company acknowledges and accepts that it is Client's Processor. Company shall only Process Client Personal Data on documented instructions from the Client. The Client hereby instructs the Company to process the Client Personal Data:

17.4.1. for the purpose of performing its obligations under this Agreement;

17.4.2. for such other purposes, as may be instructed by or agreed with Client or as otherwise notified by the Client in writing from time to time; and

17.4.3. in accordance with the Data Privacy Laws.

17.5. The Company shall:

17.5.1. maintain up to date records of its Processing activities performed on behalf of Client which shall include the categories of Processing activities performed, information on any cross-border data transfers and a general description of security measures implemented in respect of processed Client Personal data;

17.5.2. not appoint any sub-processor (including for the avoidance of doubt any Group Company of Company as a sub-processor) without the prior written consent of Client, not to be unreasonably withheld, and ensure an agreement is entered into with the relevant sub-processor which meets the requirements of Data Protection Laws and which imposes on the sub-processor the same obligations in respect of Processing of Client Personal Data as are imposed on the Company under this Agreement, and in particular provides sufficient guarantees to implement appropriate technical and organisational measures in such a manner that the Processing will meet the requirement of GDPR. The Company shall remain fully liable to Client for any acts or omissions of the sub-processor;

17.5.3. not transfer any Client Personal Data to a country or territory outside the European Economic Area or any other jurisdiction or geographic location which has been specified on the SoW or otherwise agreed to in writing except with the prior written consent of the Client, and such consent may be subject to and given on such terms as Client may in its absolute discretion prescribe. For the avoidance of doubt, if any Client Personal Data is transferred to any jurisdiction or geographic location which does not have adequate protection, the Parties shall execute the relevant standard contractual clauses ("SCC");

17.5.4. immediately where at all possible or otherwise without undue delay and in any event within seventy-two (72) hours notify the Client if it should become aware of, any Personal Data Breach or other unauthorised or unlawful Processing of Personal Data or any breach of the Data Privacy Laws;

17.5.5. assist the Client in ensuring compliance with the obligations pursuant to Articles 32 to 36 of GDPR, taking into account the nature of Processing and the information available to the Processor;

17.5.6. implement appropriate technical and organisational measures to protect Personal Data against unauthorised or unlawful access and against accidental loss, destruction, damage, alteration or disclosure;

17.5.7. not otherwise modify, amend, remove or alter the contents of any Client Data or disclose or permit the disclosure of any of Client Personal Data to any third-party without the prior written authorisation of the Client;

17.5.8. treat all Client Personal Data as Confidential Information of the relevant member of the Client or its Affiliates for the purposes of this Agreement and shall ensure that persons authorised to Process the Client Personal Data have committed themselves to confidentiality or are under an appropriate statutory obligation of confidentiality;

17.5.9. keep the Client Data separate from any data it Processes on behalf of any other third-party (including but not limited to business continuity measures and processes for regularly testing, assessing and evaluating the effectiveness of such security measures);

17.5.10. return or delete, at the Client's sole discretion, all Client Data upon the termination of the Processing activities carried out under this Agreement and delete existing copies unless European law requires

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storage of the Client Personal Data and promptly provide the Client with a confirmation in writing that it has done so. In the event of conflict between this Clause and Clause 7.10.2, this Clause shall prevail;

17.5.11. procure that all personnel who need to have access to Client Data shall have undergone reasonable, appropriate and adequate levels of training in Data Privacy Laws;

17.5.12. without prejudice to any other rights that the Client may have under this Agreement, upon request Company shall make available to the Client information relating to its obligations and compliance thereof with the Data Privacy Laws. In accordance with Clause 26, the Client may request at its cost an on-site audit at the Company's premises relating to the Company's data protection obligations including the technical and organisational measures that are in place to protect the Client's Data. The Client shall reimburse the Company for any time expended by the Company for any such audit. Before the commencement of any on-site audit, the Parties shall mutually agree on the scope, timing, and duration of the audit in addition to the reimbursement rate for which the Client shall be responsible;

17.5.13. without prejudice to its obligations in Clause 17.5.4, immediately (and in any event no later than seventy-two (72) hours after becoming aware of such event) notify the Client when it becomes aware of a material breach of Company's obligations under this Clause 17;

17.5.14. not do or omit to do anything which causes the Client or its Affiliates to breach any Data Privacy Laws or contravene the terms of any registration, notification or authorisation under any Data Privacy Laws;

17.5.15. provide the Client with reasonable assistance in complying with any requests by Data Subjects exercising their rights under the Data Privacy Laws (each a "Data Subject Request") or communicating with the Information Commissioner's Office ("ICO") in relation to the Processing of Personal Data ("ICO Correspondence");

17.5.16. promptly, and in any event within seventy-two (72) hours of receipt of any request or correspondence, inform the Client about the receipt of any Data Subject Requests or ICO Correspondence; and

17.5.17. not disclose any Personal Data in response to any Data Subject Request or ICO Correspondence or respond in any way to such a request without first consulting with the Client.

17.6. Nothing in this Agreement shall be construed as preventing a Party from taking such steps as are necessary to comply with its own obligations under the applicable Data Privacy Laws and this Clause.

17.7. For the avoidance of doubt, Ideagen only processes Client data if the Client has purchased Hosting or SaaS. If the Client's Software is On-Premise, then Ideagen will not have access to Client's data without the Client's consent.

17.8. Ideagen does not claim ownership of the Client Data or personally identifiable data provided during the operation of the Service. Ideagen may however utilise anonymous usage statistics and performance metrics to improve and administer the Service for Ideagen's internal use and other lawful purposes. Nothing herein shall be interpreted as prohibiting Ideagen from utilising the aggregated statistics for the purposes of operating Ideagen's business, provided that Ideagen's use of aggregated statistical data shall be at all times based on anonymised data and will not reveal the identity, whether directly or indirectly,

of Client, any individual or any specific data entered by Client or any individual into the Service.

18. Client Responsibilities

18.1. Client shall specify prior to the provision of any Services under this Agreement an appropriate individual, with corresponding contact information, including electronic mail address, as the primary contact for Services with whom Ideagen should communicate matters regarding Services, such as maintenance notifications, and who has the authority to make Services requests including release of Client data, both internally to Ideagen and to the Client, restoration of data and other configuration changes. Ideagen shall use this contact information to communicate those matters to the Client.

18.2. Client assumes responsibility for administering security within the Ideagen applications (e.g., the granting of rights to a User for a specific form in the application). Client is also responsible for maintaining its User desktops and providing its Users with network access to the Services.

18.3. Where Services provided are On-Premise, Ideagen will endeavour to provide technical information on database maintenance required for Client to make an informed decision about database maintenance (including backups and transaction log management); however, the implementation, testing and on-going configuration of any database maintenance activities remain solely the Client's responsibility.

18.4. Client shall provide accurate input information in the manner reasonably prescribed by Ideagen in connection with the Services provided under this Agreement.

18.5. Client shall advise Ideagen of any changes to Client's operations, primary contact, or other information that would require a change in the support, operation, or configuration of the hosted applications.

18.6. Client shall configure necessary User accounts via the administrator account provided by Ideagen.

18.7. During the continuance of the Agreement the Client shall:

18.7.1. provide, free of charge, internet access to Ideagen's personnel (if required), reasonable usage of machine time, communications, stationery, media, suitable working accommodation and access deemed necessary by the Company to fulfil the Agreement and shall provide an appropriate environment or platform to enable the Company to provide the Services or test run any Product and, in particular, the Client warrants to the Company that the Client shall provide an environment capable of receiving the Services or Products. For the avoidance of doubt, if Client is not able to provide Ideagen's personnel with internet access, then any charges incurred by Ideagen in order to obtain internet access shall be payable by the Client;

18.7.2. furnish the Company promptly upon receipt of a request such information as the Company may reasonably require for the provision of the Services;

18.7.3. allow the Company reasonable access to its employees for the purpose of investigation and discussion in connection with the Agreement and ensure that its employees cooperate fully with the Company in relation to the provision of the Services;

18.7.4. provide access to the Client's location as is necessary by the Company to comply with its obligations under the Agreement; and

18.7.5. where applicable, ensure that equipment provided by the Company for the purpose and provision of the Agreement shall not be modified, changed, or removed without prior written permission of the Company. Where such equipment is modified, changed, or removed then the cost of restoring or replacing the equipment shall be recovered from the Client.

19. Fees and Payment

19.1. Price lists, catalogues and any other promotional material supplied by the Company do not constitute contractual offers capable of acceptance. Prices shown in any such materials may be subject to change at any time prior to the entry by the Company and the Client into a binding Agreement. The Client shall pay Product licence and Service fees in accordance with the terms and conditions described under this Agreement and associated documents and on the Order Form or SoW.

19.2. Where any quotation is given:

19.2.1. all quotations are deemed to be subject to the Agreement and shall be valid for thirty (30) days from receipt unless otherwise stated on the quotation; and

19.2.2. Ideagen reserves the right to withdraw or amend any quotation prior to entering into an Agreement.

19.3. Unless otherwise stated on the Order Form or SoW and as applicable:

19.3.1. the Client shall be invoiced a sum equivalent to one hundred percent (100%) of the total licence and Support and Maintenance Service fees as shown on the Order Form or SoW at the time the Order is made;

19.3.2. the Client shall be invoiced a sum equivalent to one hundred percent (100%) of the total Success Package fee as shown on the Order Form or SoW at the time the order is made. Any services associated with the Success Package that are not utilised during the Success Package Services Term cannot be carried over to any new term or refunded and will automatically expire at the end of the Success Package Services Term, or on termination of this Agreement;

19.3.3. where Services are provided on a time spent basis, the Client shall be invoiced for Services monthly in arrears of the month the Services were delivered;

19.3.4. the Client shall be invoiced for training or training courses monthly in arrears of the month the training was delivered;

19.3.5. the Client shall be invoiced a sum equivalent to one hundred percent (100%) of the total annual Hosting fee as shown on the Order Form or SoW at the time the order is made.

19.3.6. the Client shall be invoiced a sum equivalent to one hundred percent (100%) of the total annual subscription fee as shown on the Order Form or SoW at the time the order is made.

19.3.7. fees for the provision of training courses are subject to a cancellation fee as per Clause 25.3 if cancelled within twenty (20) business days of the scheduled delivery date;

19.3.8. the Client agrees to pay annually, in advance of the date of renewal, the annual Support and Maintenance Service fees for maintained hardware, the annual licence fee and all other annual charges due under the Agreement within thirty (30) days of the receipt of an invoice from Ideagen; and

19.3.9. Ideagen reserves the right, by giving notice to the Client at any time before completion of the supply of the Product or Services to increase the fees payable in respect of the remainder of the Services to be provided to reflect any increase in the cost to Ideagen which is due, and only due to any delay caused by any instructions of the Client or failure of the Client to give Ideagen adequate information or instructions.

19.4. During this Agreement but not more than once in any period of twelve months Ideagen may increase the annual charges due for the supply of the Product or Services. This increase will be up to a maximum of five percent (5%). Such increase as so determined may be applied from the first anniversary of the date of the applicable Order Form or SoW and thereafter from each succeeding anniversary of the date of the last previous such increase.

19.5. Ideagen reserves the right to suspend deliveries and/or the provision of the Services on the expiry of twenty (20) business days' notice to the Client if the Client fails to make undisputed payment in accordance with this Agreement or to terminate the Agreement by twenty (20) business days' notice in writing to the Client in the event of a persistent failure to make such payments on the due date. "Persistent failure" shall be construed as meaning a failure to make any three payments due under the Agreement by or on the due dates (as defined in Clause 19.10) in any period of twelve (12) calendar months.

19.6. Unless otherwise stated on the Order Form or SoW, consultation, implementation, and training fees are exclusive of value added or other sales tax, travel, and expenses.

19.7. Without prejudice to any other rights the Company may have in respect of any failure by the Client to pay the undisputed charges or other monies payable pursuant to the Agreement, the Company may charge interest at the rate two percent (2%) above the base rate of the Bank of England from time to time in force, after as well as before judgement on any amount due from the Client to the Company from the date due for payment until payment is received.

19.8. Ideagen fees do not include any local, state, federal or foreign taxes, levies, or duties of any nature, including value-added, sales use or withholding taxes ("Taxes"). Client is responsible for paying all Taxes, excluding only taxes based on Ideagen's net income. If Ideagen has the legal obligation to pay or collect Taxes for which Client is responsible under this Clause, the appropriate amount shall be invoiced to and paid by Client unless Client provides Ideagen with a valid tax exemption certificate authorised by the appropriate taxing authority. For the avoidance of doubt, the Client shall only be entitled to deduct withholding tax if the Client provides the relevant supporting documents to Ideagen.

19.9. Where travel and subsistence expenses are incurred by the Company, such expenses shall be payable to the Company by the Client within thirty (30) days of being invoiced.

19.10. Invoices shall be payable in Pounds Sterling and payable thirty (30) days from the receipt by the Client of a valid invoice unless stated otherwise on the Order Form or SoW.

19.11. If payment of any invoice is not due it shall become automatically due immediately on the commencement of any act or proceeding in which the Client's solvency is involved.

19.12. Neither Party is entitled to set-off any sums in any manner from payments due nor sums received in respect of any claim under any Agreement at any time.

20. Bribery and Anti-Corruption

20.1. Ideagen warrants that, to the best of its knowledge, neither it nor any of its directors, employees, agents, representatives, contractors, or sub-contractors has at any time prior to entering into this Agreement, committed any offence under the Bribery Act 2010 (the "Bribery Legislation").

20.2. Ideagen agrees that, at any time after the entry into of this Agreement it shall not and it shall procure that its directors, employees, agents, representatives, contractors, or sub-contractors shall not:

20.2.1. commit any offence under any Bribery Legislation; or

20.2.2. cause the directors, employees, agents, representatives, contractors, or sub-contractors of any Ideagen Affiliate to commit any offence under any Bribery Legislation.

20.3. Ideagen has in place adequate procedures designed to prevent any person working for or engaged by the Ideagen or any other third-party in any way connected to this Agreement, from committing offences of corruption or bribery.

20.4. If at any time Ideagen (or any of its directors, employees, agents, representatives, contractors or sub-contractors) breaches any of its obligations under this Clause 20, Ideagen shall indemnify and keep indemnified the Client against any losses, liabilities, fines, damages, costs and expenses including legal fees and costs of investigation, litigation, settlement, judgment, interest and penalties that Client may suffer as a result of such breach.

21. Performance

21.1. The Parties agree that the times and dates referred to in any Agreement are for guidance only and are not of the essence of the Agreement and may be varied by mutual agreement between the Parties.

21.2. The Company shall use its reasonable endeavours to comply with any day or dates for despatch or delivery of Products and for the supply of Services as stated in the Agreement. Unless the Agreement contains express Clauses to the contrary, such dates shall constitute only statements of expectation and shall not be binding. Save for where the Company has persistently delayed the despatch or delivery of Products and for the supply of Services, if the Company, having used its reasonable endeavours fails to despatch or deliver the Products, or to supply or complete the Services by such date or dates whether or not binding, such failure shall not constitute a breach of the Agreement. Save for where the Company has persistently delayed the despatch or delivery of Products and for the supply of Services the Client shall not be entitled to treat the Agreement as thereby repudiated or to rescind it or any ancillary Agreement in whole or in part or claim compensation for such failure or for any consequential loss or damage resulting therefrom. "Persistent delay" shall be construed as meaning a failure to despatch or deliver the Products or supply the Services by or on the due dates occurring up to three times in any period of twelve (12) calendar months.

21.3. When expedited delivery is agreed to by the Company and the Client and necessitates overtime or other additional costs, the Client shall reimburse the Company for such overtime payment or other costs as agreed.

21.4. If performance of the Agreement is suspended at the request of or delayed through default of the Client including, but without prejudice to the generality of the foregoing, incomplete or incorrect instructions, or refusal to accept delivery of the Products or Services for a period of thirty (30) days, the Company shall be entitled to payment at the applicable rates defined on the Order Form or SoW for the Services already performed, Products supplied or ordered and any other reasonable additional costs thereby incurred and the Client shall pay such sums within thirty (30) days of receipt of a valid invoice.

22. Delivery and Acceptance

22.1. Delivery of Software, Hardware and third-party services shall be subject to the availability of all relevant Products and Services.

22.2. Unless it is agreed otherwise delivery shall be to the Client's address as specified in the relevant Agreement.

22.3. The Company shall not be liable for any shortfalls in delivery or variation from Product specification on delivery unless a claim in writing is made by the Client within fourteen (14) days of delivery.

22.4. In circumstances where the Company has attempted to physically deliver Products to the Client and the Client is unable or unwilling to accept such delivery, the Client will be charged for the cost of the failed delivery within the costs already quoted in addition to all subsequent attempts. If the Client is unable to accept delivery, a new date shall be set by mutual agreement of the Parties. If the Client is unwilling to accept delivery, the Parties shall seek to vary the Agreement as appropriate by mutual agreement.

22.5. Where the Software is provided in digital format it will be deemed accepted upon delivery of the software activation key and download instructions.

22.6. Where the Parties have agreed acceptance testing on the Order Form or SoW the following shall apply:

22.6.1. subject to any agreed acceptance process contained within the Order Form or SoW, delivery shall be deemed to have taken place on signature by the Client of an Acceptance Certificate which contains no statement or indication of defects or exclusions;

22.6.2. subject to Clause 22.6.1, acceptance of a delivery requiring an Acceptance Certificate is deemed to occur on the signing of the Certificate on the date of delivery, which date shall be recorded on the certificate;

22.6.3. the Company shall on the signing of the Acceptance Certificate be entitled to invoice the Client;

22.6.4. if, as a result of defects or exclusions in a delivery of Products or the provision of Services, the Client does not sign a required Acceptance Certificate, further work may be agreed between the Parties to remedy such defects. The Company shall use all reasonable endeavours to undertake such work without delay and the Client shall not be charged for such remedial work; and

22.6.5. if, as a result of defects or exclusions in a delivery of Products or the provision of Services, the Client does not sign a required Acceptance Certificate and subsequently uses the Hardware or Software, or the results of Services provided without prior agreement as to any remedial work on the part of the Company then the Client is deemed to have accepted the same.

23. Support general terms and conditions

23.1. Support is provided by telephone, email and via Ideagen's website or any other distribution medium at Ideagen's discretion. Support comprises general advice on the routine use and operation of the Software; on the use of the Software when operating a business or compliance management system; and ways of maximising your benefit from the Software and on the implementation of the Software, if applicable; and providing Software error and incident resolution Services. Support shall also comprise advice on technical issues encountered during the installation, implementation, configuration, deployment and administration of the Software. No on-site maintenance or consultancy support is provided unless separately agreed with us on terms and conditions specified by us. When a training database or training versions of Software has been provided to the Client this database and or Software is unsupported.

23.2. Support does not include support in relation to any defects or errors resulting from unauthorised modifications made by you nor any malfunctions due to incorrect use of the Software or as a result of any reason external to the Software and we do not guarantee that technical support related thereto will be sufficient to remedy any defects in the Software.

23.3. Where Client makes use of our APIs, Ideagen will support the installation and configuration of the APIs and provide general advice on the capabilities of the APIs. Ideagen does not support the development process or provide support for and problems arising from Client or third-party developments/integrations unless otherwise stated in a separate agreement. Ideagen is not responsible or liable for any failure or delay in reworking the functionality of program, applications or interfaces created or developed by Client based on previous versions of our APIs and applications.

23.4. The provision of software maintenance Services ("Support") is without prejudice to your statutory rights (if any).

23.5. The operating hours of the Support Desk and specific support levels are available from the Ideagen Customer Portal and shall be included within the applicable Order Form or SoW.

23.6. Specific terms and conditions are provided under Appendix A: Maintenance and Service Level Agreement.

24. Title and Risk

24.1. Risk of loss or damage in respect of any tangible item shall pass to the Client upon delivery or collection of the item by the Client or its agent.

24.2. The legal and beneficial ownership of Products and/or associated material supplied as part of Products and/or Services shall remain with the Company until payment in full in respect of all such Products and associated material supplied as part of Products and/or Services has been received by the Company in accordance with the terms of the Agreement.

24.3. Until such payment is received in full the Company may without prejudice to any of its rights recover or resell any of the Products and/or associated material and may enter upon the Client's premises by its servants or agents for that purpose.

24.4. Where a licence shall be granted by the Company to the Client then the Client shall not have the benefit of the licence until payment in full has been received by the Company.

25. Return of Products and Cancellation

25.1. The return of Products shall be at the sole discretion of the Company but in any circumstance where the Company agrees to accept return of Products for any reason then the Client shall:

25.1.1. advise the Company within seven (7) days from the date of delivery of Products by the Company of the reason(s) for the return of Products;

25.1.2. obtain a returns form from the Company prior to any return of Products;

25.1.3. complete and return to the Company the returns form to arrive at the Company within fourteen (14) days from the date of delivery of Products by the Company;

25.1.4. properly pack the Products in the original packaging where possible and include a detailed packing list;

25.1.5. return the Products in the condition in which they were received to arrive at the Company within fourteen (14) days from the date of delivery of Products by the Company; and

25.1.6. take no action to affect any warranties that may cover the Products.

25.2. The Company shall be entitled to levy to the Client a reasonable administration charge (amounting to no more than the cost of return delivery and the staff time spent on handling the return) in respect of return of Products and the Client shall pay the same to the Company within thirty (30) days receipt of a valid invoice.

25.3. Cancellations or postponements of a scheduled professional Service may be made with no penalty if cancelled or postponed twenty (20) or more business days before the start of the Service. Cancellations or postponements of between twenty (20) and eleven (11) business days, a charge of fifty percent (50%) of the cost of the Service will be due, cancellation of between six (6) and ten (10) business days, seventy-five percent (75%) of the cost of the Service will be due and cancellation of less than five (5) business days of the scheduled delivery, one hundred percent (100%) of the cost of the Service will be due.

26. Notices

26.1. Any notice pursuant to the Agreement shall be in writing signed by an authorised representative of the notifying Party or by some person duly authorised by a Director of the notifying Party and shall be delivered by e-mail, personally or sent by prepaid recorded delivery (airmail if overseas) to the Party due to receive such notice at the address of the Party as shown in the Agreement or to such other address as shall be notified in writing to the other Party to the Agreement from time to time.

26.2. Any notice sent by e-mail shall be deemed to be received when sent, or if outside normal business hours, at 9:00am the next business day. Any notice delivered personally shall be deemed to be received when delivered. Any notice sent by prepaid recorded delivery shall be deemed (in the absence of evidence of earlier receipt) to be received two (2) business days after posting (five (5) business days if sent by airmail). In proving the time of despatch, it shall be sufficient to show that the envelope containing such notice was properly posted.

27. Governing Law

27.1. This Agreement shall be interpreted in accordance with English Law, and the Parties hereby submit to the exclusive jurisdiction of the English Courts in relation to any dispute and/or claim under or in relation to this Agreement or the subject matter hereof.

27.2. If you are contracting with Ideagen Inc, this Agreement shall be interpreted in accordance with laws of the State of Delaware and the Parties hereby submit to the exclusive jurisdiction of the courts of the State of Delaware in relation to any dispute and/or claim under or in relation to this Agreement or the subject matter hereof.

28. Arbitration

28.1. Subject to a separate agreement of the Parties, if any dispute or difference shall arise between Ideagen and the Client on any matter relating to or arising out of any Agreement, the Parties agree to engage in good faith discussions to resolve such dispute. If, after thirty (30) days, the Parties are unable to

resolve said dispute such a dispute may be referred to the arbitration of a single Arbitrator to be agreed upon by the Parties or failing agreement to be appointed on the application of either Party by the then President of the Law Society of England and Wales.

28.2. Each Party shall bear its own costs in connection with such arbitration.

29. Remedy

29.1. Except as otherwise specifically stated herein, remedies shall be cumulative and there shall be no obligation to exercise a particular remedy. The Agreements constitute the entire understanding between the Parties with respect to the subject matter herein, supersede all prior oral and written understandings, and may only be amended or modified by a writing signed by a duly authorised representative of each Party.

30. Insurance

30.1. Ideagen shall take out and maintain during the Term of this Agreement the following types of insurance policies with a reputable insurance company:

30.1.1. professional indemnity insurance;

30.1.2. public liability insurance including cover for bodily injury and property damage arising in connection with this Agreement;

30.1.3. employer's liability insurance as required by laws; and

30.1.4. cyber liability insurance.

31. Business Continuity

31.1. The Company shall comply with the business continuity and disaster recovery provisions set out in its BCDR and Corporate Security Policies (C&S-CONT-0017), certificated to ISO27001 and ISO9001. A copy of the certificates will be provided to the Client on request.

32. Waiver

32.1. The rights and remedies of either Party under any Agreement shall not be diminished, waived, or extinguished by the granting of any indulgence, forbearance, or extension of time by the other Party nor any failure or delay by the other Party in asserting or exercising any such rights or remedies.

33. Severance

33.1. If at any time any one or more Clause, paragraph, subparagraph, or any other part of any Agreement or this MSSA is held to be, or becomes, void or otherwise unenforceable for any reason under any applicable law the same shall be deemed omitted and the validity and/or enforceability of the remaining Clause, provisions, paragraphs, or sections of any Agreement or this MSSA shall not in any way be affected or impaired thereby.

34. Variation

34.1. No variation to this Agreement shall be valid unless it is in writing and signed for and on behalf of each of the Parties by an authorised signatory.

35. Force Majeure

35.1. In the event that either Party is prevented from fulfilling its obligations under an Agreement by reason of any supervening event beyond its control including but not limited to war, national emergency, flood, earthquake, strike or lockout the Party shall not be deemed to be in breach of its obligations under the Agreement. The Party shall immediately give notice of this to the other Party and must take all reasonable steps to resume performance of its obligations.

35.2. IDEAGEN SHALL HAVE NO LIABILITY OR RESPONSIBILITY IN THE EVENT OF ANY LOSS OR INTERRUPTION IN HOSTING SERVICES DUE TO CAUSES BEYOND ITS REASONABLE CONTROL OR FORESEEABILITY, SUCH AS LOSS, INTERRUPTION OR FAILURE OF TELECOMMUNICATIONS OR DIGITAL TRANSMISSIONS AND LINKS, INTERNET SLOWDOWN OR FAILURES.

35.3. If the period of such incapacity exceeds one (1) month then the Agreement may be terminated on thirty (30) days' notice by the Party not seeking relief under this Clause 35 unless the Parties first agree otherwise in writing.

36. Non-Solicitation

36.1. Neither Party shall during the Term of this Agreement and for a period of six (6) months thereafter solicit or entice away or endeavour to solicit or entice away from the other any employee who has worked under any Agreement between the Parties without written consent of the other.

37. Health and Safety

37.1. The Client shall take all reasonable precautions to ensure the health and safety of the Company's employees or agents while on the Client's premises.

37.2. The Company shall not be liable to the Client in any civil proceedings brought by the Client against the Company under any Health and Safety Regulations, except where such exclusion of liability is prohibited by law.

37.3. The Client shall indemnify and keep indemnified Ideagen in respect of any liability, monetary penalty or fine in respect of or in connection with the Product(s) and Service(s) incurred directly or indirectly by Ideagen under any regulations, orders or directions made thereunder arising or resulting from the Client's default of any Health or Safety Regulations.

38. Independent Contractor Status

38.1. Ideagen performs each Agreement as an independent contractor, not as an employee of Client. Nothing in any Agreement is intended to construe the existence of a partnership, joint venture, or agency relationship between Client and Ideagen.

39. Assignment

39.1. No Agreement shall be assigned by Client without the prior written consent of Ideagen, which shall not be unreasonably withheld or delayed; except that either Party may assign its rights and delegate its obligations to any Group Company or in connection with a solvent merger, acquisition, spin-out or other transfer of all or substantially all of the business, stock or assets to which the

Agreement relates, provided such assignee agrees in writing to be bound by this MSSA and the relevant Agreement. Any attempted assignment in violation of this Clause shall be null and void. From and after the making of any such assignment and delegation by the assignor, the assignee shall be substituted for the assignor as a Party hereto and the assignor shall no longer be bound hereby. Subject to foregoing, each Agreement is binding upon, inures to the benefit of, and is enforceable by the Parties hereto and their respective successors and assigns.

39.2. The Company may delegate any of its obligations or responsibilities arising out of the Agreement to any of its subcontractors. Performance by such associates shall be deemed to be performance by the Company.

39.3. At the written request of the Client the Company may, at its sole discretion, agree to novate the Agreement. Such agreement must be evidenced in writing.

40. Agent

40.1. For the purposes of this Agreement, neither Party is an agent of the other Party and neither Party has any express or implied authority to act on behalf of the other Party. The Parties are independent contractors and neither Party shall have the power or authority to bind the other Party to any contract or obligation other than as set forth in this Agreement.

41. Retention

41.1. Ideagen will retain contractual documentation for six (6) years after the expiration of this Agreement.

SIGNED for and on behalf of Ideagen Gael Ltd (contracting subsidiary)

Name: ████████████

Position: ████████████████████████

Date: 7th June 2021

Sign_____ DocuSigned by:
Emma Mathews ████████████████████
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SIGNED for and on behalf of PH England – National Infection Service
(Client)

Name: ██████████

Position: ████████

Date: ███████

Sign_____██
██

APPENDIX A: MAINTENANCE AND SERVICE LEVEL AGREEMENT

This Ideagen Service Level Agreement ("SLA") sets out the terms upon which support, and
maintenance services are provided in respect of Maintained Software where this is a service
to be provided under an MSSA between Ideagen and the Client.

Definitions

"Applicable Monthly Service Fees"	means the total fees actually paid by you for a Service that are applied to the month which a Service Credit is owed;
"Downtime"	means a period during which the aspects of a Service specified are unavailable, excluding (i) Scheduled Downtime; and (ii) unavailability of a Service due to limitations described in Clause 6 below. Downtime is measured in the units set forth in Clause 6. Any period of time when Users are unable to use web applications to submit, view and edit any data record for which they have appropriate permissions;
"Incident"	means (i) any single event, or (ii) any set of events, that result in Downtime;

"Maintained Software"	means the software product in respect of which an order is accepted by Ideagen, for ongoing Support Services;
"Scheduled Downtime"	means periods of Downtime related to network, hardware, or Service maintenance or upgrades. We will publish notice or notify you at least five (5) business days prior to the commencement of such Downtime;
"Service Credit"	is the percentage of the Applicable Monthly Service Fees credited to you following claim approval;
"Service Level"	means the performance metric(s) set forth in this SLA that Ideagen agrees to meet in the delivery of the Services;
"Service Minutes"	means the total number of minutes in a month, less all Scheduled Downtime; and
"Services"	means the support and maintenance services specified in the relevant Order Form or Scope of Work.

1. Term of Agreement

1.1. This Agreement will come into force on the Commencement Date specified on the Order Form or SoW and shall continue in force for the Initial Service Period or applicable Renewal Period.

2. Client's Obligations

2.1. The Client shall provide Ideagen with such information in connection with the Services and the provision thereof as Ideagen may, from time to time, reasonably require both before and during the provision of the Services.

2.2. During the continuance of this SLA the Client shall:

2.2.1. where applicable install such corrected versions, updates and new releases of the Maintained Software as are supplied by Ideagen;

2.2.2. ensure that the Maintained Software is used in accordance with its instructions for use by trained and competent employees only or by persons under their supervision;

2.2.3. keep full security copies of the Maintained Software and of the Client's databases and computer records in accordance with best computing practice;

2.2.4. not alter or modify the Maintained Software in any way whatever nor permit the Maintained Software to be combined with any other programs unless authorised to do so by Ideagen;

2.2.5. co-operate fully with Ideagen's personnel or partners' personnel in the diagnosis of any Software fault or defect in the accompanying documentation;

2.2.6. maintain a minimum of one member of the Client's staff who has been sufficiently trained, to provide a primary point of contact with Ideagen in connection with the provision of the Services;

2.2.7. co-operate fully with Ideagen's personnel in the resolution of any Incident;

2.2.8. where applicable and required provide access to any installed software/hardware through remote control software, such as Team Viewer or other proprietary or third-party applications used by Ideagen for the purpose of providing remote support and identifying and resolving incidents; and

2.2.9. ensure in the interests of health and safety that Ideagen's personnel, while on Client's premises for the purposes of this SLA, are at all times accompanied by a member of Client's staff familiar with the Client's premises and safety procedures.

2.3. The Client shall perform its obligations under this Agreement in a reasonable and timely manner in accordance with the Clauses of this Agreement.

3. Ideagen's Obligations

3.1. Ideagen shall, throughout the term of this Agreement, provide the Services to the Client in accordance with the terms and conditions of this Agreement, the MSSA and Order Form or SoW.

3.2. Ideagen shall be responsible for ensuring that it complies with all statutes, regulations, byelaws, standards, codes of conduct and any other rules relevant to the provision of the Services.

3.3. Ideagen shall use all due and proper care to ensure that the manner in which it provides the Services does not have any adverse effect on the name, reputation, image or business of the Client.

4. Support Services

4.1. Where the Maintained Software has been provided directly by Ideagen under its MSSA, the support hours of operation and current escalation procedure are available at http://customer.ideagen.com/Support_SLA, which are subject to change.

4.2. Where the Maintained Software has been provided through a partner, 1st line support will be provided by that partner and subject to the partners terms and conditions. 2nd and 3rd line support will be provided by Ideagen under this SLA.

5. Maintenance Services

5.1. The Client will receive, from time-to-time, notifications about Software upgrades, (directly from Ideagen or through its partner) of new versions, service packs, and patches along with instructions for applying the updates.

5.2. Upgrades and updates to the Products are made available during the period of maintenance cover. For the avoidance of doubt, there may be charges associated with upgrades.

5.3. Where applicable, Ideagen shall provide validated Client's with one (1) month notice of any upgrades and updates to the Products.

5.4. For the avoidance of doubt, Ideagen will only support the current version and the two previous versions of the Software.

6. Software as a Service (SaaS)

6.1. Service Credits:

6.1.1. service credits are made available where Ideagen fall below specified availability standards;

6.1.2. the "Monthly Uptime Percentage" for the Service is calculated by the following formula: (Service Minutes - Downtime) / (Service Minutes) x 100 where Downtime is measured in minutes; that is, for each month, Downtime is the sum of the length (in minutes) of each Incident that occurs during that month; and

6.1.3. if the Monthly Uptime Percentage falls below 99.7% for any given month, you may be eligible for the following Service Credit:

Monthly Uptime Percentage	Service Credit
< 99.7%	10%
< 99.5%	20%

6.2. Service Credit claim:

6.2.1. if Ideagen fails to meet the minimum Monthly Uptime Percentage described above for a Service, you may submit a claim for a Service Credit;

6.2.2. Client must submit a claim to customer support at Ideagen that includes: (i) a detailed description of the Incident; (ii) information regarding the duration of the Downtime; (iii) the number and location(s) of affected Users (if applicable); and (iv) descriptions of your attempts to resolve the Incident at the time of occurrence;

6.2.3. Ideagen must receive the claim and all required information by the end of the calendar month following the month in which the Incident occurred. For example, if the Incident occurred on April 15th, we must receive the claim and all required information by May 31st;

6.2.4. Ideagen will evaluate all information reasonably available to us and make a good faith judgment on whether a Service Credit is owed. We will use commercially reasonable efforts to process claims during the subsequent month and within forty-five (45) days of receipt. You must be in compliance with the MSSA in order to be eligible for a Service Credit. If we determine that a Service Credit is owed to you, we will apply the Service Credit to your Applicable Monthly Service Fees; and

6.2.5. if you purchased a Service from a partner, you would receive a service credit directly from your partner and the partner will receive a Service Credit directly from us.
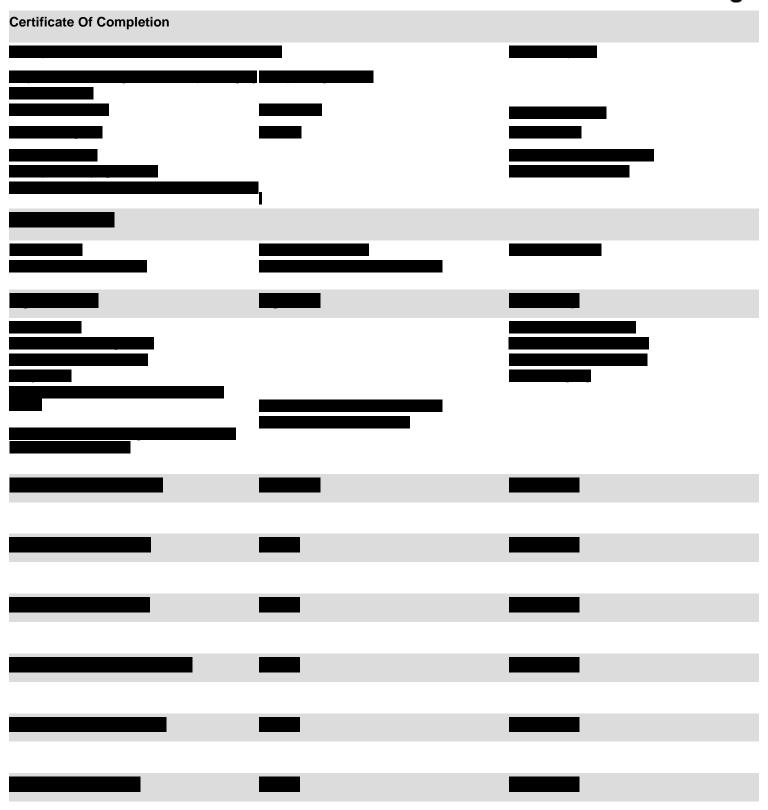
6.3. Limitations:

6.3.1. This SLA and any applicable Service Levels do not apply to any performance or availability issues:

6.3.1.1. due to factors outside our control (for example but not limited to, natural disaster, war, acts of terrorism, riots, government action, or cyber-attack);

6.3.1.2. due to planned maintenance or upgrades for which we have provided five (5) business days prior notice;

6.3.1.3. that result from your or third-party services, hardware, or software, including, but not limited to, issues resulting from inadequate bandwidth;

6.3.1.4. caused by your use of a Service after we advised you to modify your use of a Service, if you did not modify your use as advised;

6.3.1.5. during pre-release, beta and trial Services (as determined by us);
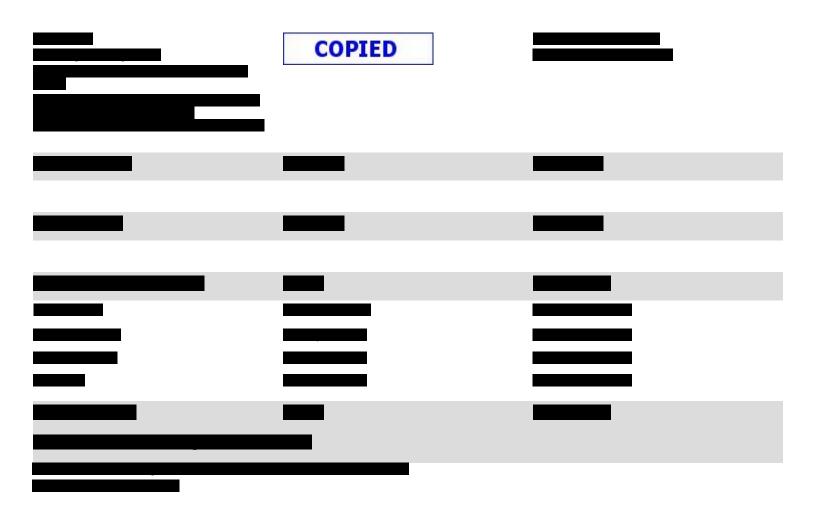
6.3.1.6. that result from your unauthorised action or lack of action when required, or from your employees, agents, contractors, or vendors, or anyone gaining access to our network by means of your passwords or equipment; or

6.3.1.7. that result from your failure to adhere to any required configurations, use supported platforms, and follow any policies for acceptable use.

6.3.2. Service Credits are your sole and exclusive remedy for availability issues for any Service under this SLA. You may not offset your Applicable Monthly Service Fees for any performance or availability issues.

6.4. Service Credits will not apply to any On-Premise Software that is provided as or part of any Service.

6.5. Purchase of Multiple Software products:

6.5.1. if you purchased more than one Software products (not as a suite), then you may submit claims pursuant to the process described above in as if each Service were covered by an individual SLA.

6.6. Purchase of Multiple Software products together:

6.6.1. if you purchased Software products as part of a suite of products or other single offer, the Applicable Monthly Service Fees and Service Credit for each Service will be pro-rated.

7. Third-Party Rights

7.1. No part of this Agreement is intended to confer rights on any third parties and accordingly the Contracts (Rights of Third Parties) Act 1999 shall not apply to this Agreement.

7.2. Subject to this Clause 7 this Agreement shall continue and be binding on the transferee, successors and assigns of either Party as required.

DocuSign

Certificate Of Completion

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CONSUMER DISCLOSURE

From time to time, IDEAGEN PLC (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign, Inc. (DocuSign) electronic signing system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to these terms and conditions, please confirm your agreement by clicking the 'I agree' button at the bottom of this document.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after signing session and, if you elect to create a DocuSign signer account, you may access them for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a $0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. To indicate to us that you are changing your mind, you must withdraw your consent using the DocuSign 'Withdraw Consent' form on the signing page of a DocuSign envelope instead of signing it. This will indicate to us that you have withdrawn your consent to receive required notices and disclosures electronically from us and you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact IDEAGEN PLC:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:
 To contact us by email send messages to: james.grant@ideagen.com

To advise IDEAGEN PLC of your new e-mail address

To let us know of a change in your e-mail address where we should send notices and disclosures electronically to you, you must send an email message to us at james.grant@ideagen.com and in the body of such request you must state: your previous e-mail address, your new e-mail address. We do not require any other information from you to change your email address..

In addition, you must notify DocuSign, Inc. to arrange for your new email address to be reflected in your DocuSign account by following the process for changing e-mail in the DocuSign system.

To request paper copies from IDEAGEN PLC

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an e-mail to james.grant@ideagen.com and in the

body of such request you must state your e-mail address, full name, US Postal address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with IDEAGEN PLC

To inform us that you no longer want to receive future notices and disclosures in electronic format you may:

> i. decline to sign a document from within your DocuSign session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may; ii. send us an e-mail to james.grant@ideagen.com and in the body of such request you must state your e-mail, full name, US Postal Address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

Operating Systems:	Windows® 2000, Windows® XP, Windows Vista®; Mac OS® X
Browsers:	Final release versions of Internet Explorer® 6.0 or above (Windows only); Mozilla Firefox 2.0 or above (Windows and Mac); Safari™ 3.0 or above (Mac only)
PDF Reader:	Acrobat® or similar software may be required to view and print PDF files
Screen Resolution:	800 x 600 minimum
Enabled Security Settings:	Allow per session cookies

** These minimum requirements are subject to change. If these requirements change, you will be asked to re-accept the disclosure. Pre-release (e.g. beta) versions of operating systems and browsers are not supported.

Acknowledging your access and consent to receive materials electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please verify that you were able to read this electronic disclosure and that you also were able to print on paper or electronically save this page for your future reference and access or that you were able to e-mail this disclosure and consent to an address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format on the terms and conditions described above, please let us know by clicking the 'I agree' button below. By checking the 'I agree' box, I confirm that:

- I can access and read this Electronic CONSENT TO ELECTRONIC RECEIPT OF ELECTRONIC CONSUMER DISCLOSURES document; and

- I can print on paper the disclosure or save or send the disclosure to a place where I can print it, for future reference and access; and

- Until or unless I notify IDEAGEN PLC as described above, I consent to receive from exclusively through electronic means all notices, disclosures, authorizations,

acknowledgements, and other documents that are required to be provided or made available to me by IDEAGEN PLC during the course of my relationship with you.