

- 2.3 If Elgin notifies the Customer of any proposed Material Changes and the Customer does not wish to accept that change then the Customer may notify Elgin within 30 days of its receipt of the notice that it wishes Elgin to continue to provide that Service to the Customer without the Material Changes. In that event Elgin will use its reasonable endeavours to continue to support any Service features affected by Material Changes in their previous form (for example by hiding the Material Change from the Customer's interface) until the later of: (i) the end of the Licence Term for the relevant Service and (ii) six months after the notification of the change to the Customer.
- 2.4 The rights granted to the Customer under clause 2.3 shall not apply to a Material Change if (i) the change to the Service is required by law or a third party relationship (including as a result of a change in the applicable law or the third party relationship) or to prevent or remedy an infringement of the rights, including the intellectual property rights, of any third party, or (ii) if Elgin reasonably determines that continuing to provide the Service to the Customer without the Material Changes could be a security risk or a material economic or technical burden for Elgin.
- 2.5 If Elgin notifies the Customer of any proposed Material Changes and the rights granted to the Customer under clause 2.3 do not apply or Elgin is otherwise unable to or declines to confirm that it will continue to provide the Service to the Customer without the Material Changes within thirty (30) days after receipt of such notice from the Customer then (i) if the Material Change can be implemented without any detriment to the quality of the Service in all respects the Customer shall be obliged to accept the Material Change, or (ii) the Customer may otherwise as its sole remedy give notice to terminate the Agreement and in that event all payments owed by the Customer to Elgin shall then become immediately due and payable.

3 Services Restrictions

- 3.1 **Services Use.** The Customer shall use each of the Services only for the purposes and only in the manner described in the relevant Service Specification and Service Addendum for that Service) and subject to any customer restrictions set out in the Agreement including the Service Addendum (the "**Purpose**").
- 3.2 **General Restrictions.** The Customer shall not, and shall not allow any third party to: (a) use the Services for High Risk Activities; (b) use the Services to create a product or service which is substantially similar to any of the Services; or (c) use any Content, or extract any Content to be used, otherwise than as part of the Services and otherwise than for the Purpose, in each case unless expressly permitted under the applicable Service Addendum. The Customer shall not, and shall not allow any third party to use the Services in any way that causes detriment to Elgin or brings Elgin into disrepute or use the Service outside the United Kingdom.
- 3.3 **Separate Use.** Unless expressly permitted under the terms of any Service Addendum or Order Forms, or unless Elgin specifically agrees in writing, the Customer shall not incorporate or embed any of the Content or Services into any product or service that the Customer supplies or provides to any third parties. For the avoidance of doubt separate use restrictions applicable to Data Services are set out in the relevant Service Addendum.
- 3.4 **Unauthorised Use.** The Customer shall use all reasonable endeavours to prevent any unauthorised use of or access to the Services and shall terminate any such unauthorised use. The Customer shall promptly notify Elgin of any unauthorised use of, or access to, the Services of which it becomes aware.
- 3.5 **Software Restrictions.** Except as expressly set out in this Agreement or as permitted by any law which applies to this Agreement and which cannot be excluded, the Customer shall not (and shall not allow any third party to):

- (a) copy the Software, except where such copying is incidental to the Customer's normal use of the Software for the Purpose or where it is necessary for the purpose of back-up or operational security;
 - (b) transfer, sell, rent, lease, sub-license, loan, charge, encumber, translate, merge, adapt, vary or modify the Software or use it on behalf of or make it available to any other person;
 - (c) make any alterations to, or modifications of, the whole or any part of the Software, or permit the Software or any part of any of it to be combined with, or become incorporated in, any other software;
 - (d) disassemble, decompile, reverse engineer, attempt to make error corrections, or create derivative works based on the whole, or any part, of the Software, or attempt to do any such things except to the extent that (by virtue of section 296A of the Copyright, Designs and Patents Act 1988) such actions cannot be prohibited because they are essential for the purpose of achieving inter-operability of the Software with another software program, and provided that the information obtained by the Customer during such activities: (i) is used only for the purpose of achieving inter-operability of the Software with another software program; and (ii) is not unnecessarily disclosed or communicated to any third party without Elgin's prior written consent; and (iii) is not used to create any software which is substantially similar to any of the Software.
- 3.6 **Authorised Users.** The Customer shall ensure that the only persons who access and use the Services are those employees of the Customer who are authorised to do so by the Customer and shall, at Elgin's request, provide a list of such persons from time to time. The Customer is responsible for all acts, omissions and defaults of its authorised users under the Agreement.
- 3.7 **Employees.** The Customer shall not, for the duration of the Master Agreement and for a period of six months following termination, directly or indirectly induce or attempt to induce any of Elgin's employees or other personnel who has been engaged in the provision, receipt, review or management of the Services or otherwise in connection with the Agreement to leave their employment or engagement.

4 Technical Support

Subject to the Customer's payment of all due and payable Charges and its compliance with the Agreement, Elgin shall provide technical support for each of the Services to the Customer in accordance with the SLA for the applicable Licence Term.

5 Agreement Term and Termination

- 5.1 **Term.** Subject to the Customer's payment of all due and payable Charges and its compliance with the Agreement, the Agreement shall commence on the Effective Date and shall remain in effect until the expiry of the Licence Term (or the last-expiring Licence Term if the Agreement comprises more than one Order Form).

5.2 Termination for Breach. Either party may terminate the Agreement if: (a) the other party is in material breach of the Agreement and fails to remedy such breach within thirty (30) days after receipt of written notice to do so from the non-defaulting party; (b) the other party ceases its business operations or becomes subject to insolvency proceedings and the proceedings are not dismissed within ninety (90) days or the other party otherwise suffers or is subject to any insolvency event; or (c) the other party materially breaches the Agreement more than three (3) times notwithstanding any remedy of such breaches.

5.3 Effect of Termination

- a) On the expiry or termination of the Agreement the provision of the Services and all rights to access, receive and use the Services shall cease.
- b) If the Agreement is terminated by Elgin under clause 5.2 then all payments owed by the Customer to Elgin shall be immediately due and payable, and the Customer shall immediately delete or remove the Software and any Aggregated Data from all computer equipment and electronic devices including storage devices in its possession and certify to Elgin that it has done so.

6 Licence Term and Termination

The Licence Term for each Service shall commence on the Effective Date for that Service. Unless specified in the Order Form the Licence Term shall be for an initial period of 12 months and shall then automatically renew for consecutive twelve (12) month renewal terms on each subsequent anniversary of the Effective Date unless either party provides to the other party a written termination notice at least three (3) months prior to the end of the initial period or thereafter prior to the next anniversary of the Effective Date.

7 Orders, Charges and Payment

- 7.1 All prices are subject to VAT at the prevailing rate.
- 7.2 Annual Service Charges are payable in full in advance. Unless specified in the Order Form, the Annual Service Charges set out at the URL address <http://www.elgin.org.uk/url-terms/elgin-price-list> shall apply.
- 7.3 Annual Service Charges may be subject to change in future years. Changes to Annual Service Charges shall be communicated to the Customer by Elgin in writing (which may be via email) giving not less than six months' notice of such changes taking effect.
- 7.4 Subject to Clauses 7.3 and 7.5, changes to Annual Service Charges will come into effect on the next anniversary of the Effective Date. For the avoidance of doubt changes to Annual Service Charges shall not apply part way through any twelve month charge period.
- 7.5 Where the Customer receives notice of a proposed increase in the Annual Service Charges then the Customer may notify Elgin within 30 days of its receipt of that notice that it does not accept the price increase and wishes to terminate the Agreement with effect from the date upon which that price increase is to take effect. Elgin may then either confirm or withdraw the price increase and if it confirms the price increase then the Agreement will terminate on the date upon which that price increase takes effect and all payments owed by the Customer to Elgin (which shall not include the increased Annual Service Charges) shall then become immediately due and payable.
- 7.6 Payment. All Charges are due 30 days from the invoice date. The Customer shall make all payments by electronic transfer in accordance with the instructions set out in the invoice.

- 7.7 Late Payments. The Customer will be responsible for all reasonable expenses (including legal fees) incurred by Elgin in collecting overdue amounts, except where such overdue amounts are due to Elgin's billing inaccuracies. Elgin shall have the right to charge interest at the rate of 2% per annum above the base rate of Barclays Bank PLC from time to time (or at the statutory rate if higher) from the due date until the date of actual payment, whether before or after judgment, on any Charges which are overdue.
- 7.8 Orders.
- (a) Purchase Orders. Elgin shall provide the Customer with an Order Form for the ordering of the Services and all orders for Services shall be placed on the Order Form. If the Customer has notified Elgin that it requires a purchase order number but fails to provide the purchase order number to Elgin then Elgin shall not be obliged to provide the Services until Elgin receives the purchase order number. No terms and conditions contained in or referred to in any purchase order issued by the Customer shall apply to or shall modify the Agreement and any terms or conditions in any such purchase order are of no legal force or effect.
 - (b) Delivery. The Services shall not be made available until Elgin receives a complete and duly executed Order Form and, if required, a purchase order number.
- 7.9 If the Customer wishes to order further Services after entering into the Agreement with the initial Order Form then Elgin and the Customer shall, subject to agreement of terms, execute a new Order Form and such new Order Form will constitute a variation to the previous Order Form and will be incorporated into and form part of the Agreement.

8 Confidentiality and Publicity

- 8.1 Obligations. Where one party (discloser) discloses its Confidential Information to the other party (recipient) then the recipient will not disclose that Confidential Information except to any of its employees, agents or professional advisors who need to know it for the purposes of the provision or use of the Services in accordance with the Agreement and who have agreed in writing (or in the case of professional advisors are otherwise bound) to keep it confidential. The recipient will ensure that those people and entities use the received Confidential Information only to exercise rights and fulfil obligations under the Agreement, while using reasonable care to keep it confidential.
- 8.2 Required Disclosure. The recipient may disclose Confidential Information when required to do so by law or a court of competent jurisdiction or other body having similar authority or pursuant to any government, stock exchange or other regulations including the Freedom of Information Act 2000, after giving reasonable notice to the discloser if allowed by law to give such notice.
- 8.3 If either Party wishes to issue a press release or engage in marketing activities in connection with the activities contemplated in this Agreement, such releases or activities shall be subject to prior written approval of the other Party, which approval shall not be unreasonably withheld or delayed. The Customer agrees that Elgin may publicly announce and list the Customer as a customer of Elgin.

9 Warranties

- 9.1 Authority. Each party warrants that it has the right, power and authority necessary to enter into the Agreement.

- 9.2 Elgin Content. The Content includes content generated from the use, application and incorporation of Customer Data and Elgin does not warrant the accuracy, currency or completeness of any of the Content.
- 9.3 Disclaimer. Except as expressly provided for in this Agreement, and subject to Clause 10.3, to the maximum extent permitted by applicable law, no other warranties, representations, conditions or terms of any kind, whether express, implied, statutory or otherwise, including without limitation warranties of satisfactory quality, fitness for a particular purpose or conformance with description, apply to the Services, the Software, the Content, the Documentation or to any other goods or services supplied by Elgin, its Affiliates, licensors and its or their suppliers under the Agreement. Without prejudice to the generality of the foregoing, Elgin, its Affiliates, licensors and its or their suppliers do not warrant that the use or operation of the Software or any of the Services will be error-free or uninterrupted.
- 9.4 The Customer acknowledges and agrees that (i) the Services have not been developed to meet its individual requirements and (ii) it is the Customer's responsibility to ensure that the Services as described in the Service Specification and any Documentation meet its requirements, and (iii) the Services are not designed, produced, supplied, or intended for High Risk Activities and are not intended for or supplied for use for any purposes other than the Purpose.

10 Limitation of Liability

- 10.1 Exclusion of Certain Losses. Subject to Clause 10.3, neither party will be liable under the Agreement (whether in contract, tort or otherwise) for any loss of revenues, profits, contracts, opportunity or anticipated savings, or loss or corruption of data, or for any indirect, special, incidental or consequential loss suffered or incurred by the other party (in each case whether or not any of those losses were within the contemplation of the parties at the date of the Agreement or one party was advised of the possibility of the other party incurring the same).
- 10.2 Limitation on Amount of Liability. Subject to Clauses 10.1 and 10.3, each party's total aggregate liability under the Agreement (whether in contract, tort or otherwise) is limited to an amount equal to the amount paid by Customer to Elgin pursuant to the Agreement during the twelve (12) months period immediately preceding the event giving rise to liability.
- 10.3 Exceptions to Limitations. Nothing in the Agreement shall exclude or limit either party's liability for: (a) death or personal injury resulting from the negligence of that party or its servants, agents or employees; (b) fraud or fraudulent misrepresentation; (c) breach of any implied condition as to title or quiet enjoyment; (d) breach of the confidentiality obligations in clause 8; (e) infringement of the other party's Intellectual Property Rights; or (f) payment of the Charges.

11 Indemnification

- 11.1 By Elgin. Subject to Clause 10.2, Elgin shall indemnify the Customer from and against all liabilities, damages, and costs (including settlement costs and reasonable legal fees) arising out of a third party claim that the Software or Content infringes the Intellectual Property Rights of that third party.

- 11.2 Exceptions. The obligations set out in Clause 11.1 do not apply if the third party claim is caused by or results from: (a) the Customer's combination or use of the Services, the Software or the Content with software, services, or products developed by the Customer or third parties, if the claim would have been avoided by the non-combined or independent use of the Services; (b) modification of the Services or Content by anyone other than Elgin or its Affiliates, if the third party claim would have been avoided by use of the unmodified Services or Content; (c) the Customer's continuation of the allegedly infringing activity after being notified thereof or after being provided with modifications that would have avoided the alleged infringement; (d) the Customer's use of the Services or Content other than for the Purpose or otherwise than in accordance with the Agreement; or (e) use of any version or release other than Elgin's most current release of the Software or the Services, if the third party claim would have been avoided by use of the most current release.
- 11.3 By Customer. Subject to Clause 10.2, the Customer shall indemnify Elgin from and against all liabilities, damages, and costs (including settlement costs and reasonable legal fees) arising out of: (a) a third party claim made against Elgin for infringement of the third party's Intellectual Property Rights based on conduct by the Customer as described in Clause 11.2; (b) the Customer's failure to pay any Charges in accordance with Clause 7; or (c) the Customer's failure to obtain all necessary rights and consents in respect of any Customer Data provided to Elgin.
- 11.4 Infringement Remedies. If Elgin reasonably believes that the Services infringe a third party's Intellectual Property Rights then Elgin may: (a) procure for the Customer the right to continue to use the Services; (b) replace the infringing Services; or (c) modify the infringing Services to avoid the alleged infringement. If Elgin determines that the options in this Clause are not commercially reasonable, Elgin may terminate the Agreement in relation to the allegedly infringing Services and shall provide a pro-rata refund of the paid but unearned Charges applicable to the period following the Services termination.
- 11.5 General. The party seeking indemnification under this clause 11 in respect of a third party claim must promptly notify the other party of the claim and cooperate with the other party at its request in defending the claim. The indemnifying party has full control and authority over the defence, except that: (a) any settlement requiring the party seeking indemnification to admit liability or to pay any money shall require that party's prior written consent, which shall not be unreasonably withheld or delayed; and (b) the other party may join in the defence with its own counsel at its own expense. This clause 11 states each party's sole and exclusive remedy for third party Intellectual Property Rights infringement under the Agreement.

12 Verification and Audit

- 11.1 At Elgin's written request, not more than once per calendar year, the Customer shall provide Elgin with a certification signed by an officer of the Customer verifying that the Services are being used in compliance with the Agreement.
- 11.2 Furthermore, Elgin shall have the right, no more than once per calendar year, and upon at least thirty (30) days prior written notice, to appoint an independent person to examine and verify the Customer's compliance with the Agreement. Audits shall be conducted during regular business hours at the Customer's facilities and shall not unreasonably interfere with the Customer's business activities. The Customer shall provide Elgin with reasonable access to the Customer's relevant records and facilities.
- 11.3 If an audit reveals that the Customer has underpaid Charges to Elgin during the period audited, then Elgin shall invoice the Customer, and the Customer shall promptly pay Elgin the underpaid Charges based on the prices in effect under the Agreement at the time the audit is completed and in that event the Customer shall also pay Elgin's reasonable audit costs.

13 Data and Intellectual Property Rights

- 13.1 Elgin will not obtain any ownership of the Customer Data which, as between Elgin and the Customer, shall remain the Customer's property at all times.
- 13.2 Elgin shall have the perpetual and irrevocable right and licence to aggregate the Customer Data with, and to incorporate the Customer Data into, its own data and/or third party data and that aggregated data then combined with or incorporating the Customer Data ("**Aggregated Data**") and all Intellectual Property Rights in and to the Aggregated Data shall belong to and be vested in Elgin absolutely.
- 13.3 The Customer shall have sole responsibility for the legality, reliability, integrity, accuracy and quality of the Customer Data.
- 13.4 In the event of any loss of or damage to the Customer Data, the Customer's sole and exclusive remedy shall be for Elgin to use its reasonable endeavours to restore the lost or damaged Customer Data from the latest available back-up of such Customer Data. Elgin shall not be responsible for any loss, destruction, alteration or disclosure of Customer Data caused by any third party (including any third party remote hosting service provider).
- 13.5 The parties agree that for End User information held by Elgin, Elgin shall be the data controller and data processor of that personal data and, to the extent that the Customer Data contains any personal data, the Customer shall be the data controller and Elgin shall be the data processor of that personal data. Each party shall fulfil its legal obligations in that capacity in relation to any such personal data (and for the purposes of this clause 13.5 terms defined in the General Data Protection Regulation 2018 ("GDPR") shall bear the same meaning in this Agreement). Without prejudice to the generality of the foregoing, the Customer as data controller warrants to Elgin as data processor that the personal data has been collected and processed by it in accordance with the GDPR and its processing of personal data has been notified to the Information Commissioner as required under the GDPR; and Elgin as data controller and processor warrants to the Customer as data controller that:
- (a) it has in place appropriate technical and organisational measures against accidental or unlawful loss, destruction, damage, processing, alteration, unauthorised disclosure of or access to, the personal data, and adequate security programmes and procedures to ensure that unauthorised persons will not have access to, its equipment used to process the personal data, and that any persons it authorises to have access to the personal data will respect and maintain the confidentiality and security of the personal data; and
 - (b) it has in place appropriate security measures, which reflect the nature of the personal data and the level of harm that might be suffered by a data subject as a result of unauthorised access or disclosure of personal data.
- 13.6 The Customer acknowledges that all Intellectual Property Rights in and to the Services, the Content, the Software and the Documentation throughout the world belong to Elgin or its licensors and that the Customer has no rights in or to the Services, the Content, the Software or the Documentation other than the right to use them in accordance with the terms of this Agreement.

14 Miscellaneous

- 14.1 Notices. All notices of termination or breach must be in writing and addressed to the other party at its address set out above and sent for the attention of the legal department.

Notice shall be treated as given on receipt, as verified by written or automated receipt or by electronic log (as applicable).

- 14.2 Amendment. Any amendment to the Agreement must be in writing, signed by both parties, and must expressly state that it amends the Agreement.
- 14.3 Assignment. Neither party may assign any part of the Agreement without the prior written consent of the other, except that Elgin may assign to an Affiliate where: (a) the assignee has agreed in writing to be bound by the terms of the Agreement; (b) Elgin remains liable for obligations under the Agreement if the assignee defaults on them; and (c) Elgin has notified the Customer of the assignment. Any other attempt to assign is void.
- 14.4 Force Majeure. Neither party shall be liable for a failure or delay in its performance to the extent caused by circumstances beyond its reasonable control. Elgin may at its sole discretion suspend the provision of any Services or modify any Services at any time if and to the extent that such services are affected by a force majeure event. If any suspension under this clause 14.4 continues for more than ninety (90) days, either party may thereafter at any time terminate the Agreement immediately upon written notice.
- 14.5 Governing Law. The Agreement is governed by English law and the parties submit to the exclusive jurisdiction of the English courts in relation to any dispute (contractual or non-contractual) arising out of or in connection with the Agreement, save that either party may apply to any court for an injunction or other relief to protect its Intellectual Property Rights.
- 14.6 If the Agreement is translated into any other language, if there is conflict the English text will take precedence.
- 14.7 No Agency. The Agreement does not create any agency, partnership or joint venture between the parties.
- 14.8 No Waiver. Neither party will be treated as having waived any rights by not exercising (or delaying the exercise of) any rights under the Agreement.
- 14.9 Severability. If any term (or part of a term) of the Agreement is invalid, illegal or unenforceable, the rest of the Agreement will remain in effect.
- 14.10 No Third Party Rights. The Agreement does not confer any benefits on any third party unless it expressly states that it does.
- 14.11 Survival. Those provisions that by their nature should survive termination of the Agreement, shall survive termination of the Agreement.
- 14.12 The words "include" and "including" will not limit the generality of any words preceding them.
- 14.13 Counterparts. The parties may execute the Agreement in counterparts, including facsimile, PDF, and other electronic copies, which taken together shall constitute one instrument.
- 14.14 Entire Agreement. The Agreement supersedes all other agreements between the parties relating to its subject matter and, Subject to Clause 10.3(b), in entering into the Agreement, neither party has relied on nor shall either party have any right or remedy based on any statement, representation or warranty (whether made negligently or incorrectly), except those expressly set out in the Agreement.

15 Definitions

"Affiliate" in relation to a party, means any entity that directly or indirectly controls, is controlled by, or is under common control with that party, and for this purpose 'control' means the beneficial ownership of more than 50% of the issued share capital of the relevant entity or the

ability to direct or cause the direction of its affairs whether by virtue of contract, ownership of shares, voting rights or otherwise howsoever (and controls, controlled and change of control shall be construed accordingly).

"Aggregated Data" is as defined in clause 13.2 of this Master Agreement.

"Annual Service Charges" is as defined in the applicable Order Form.

"Charges" means the charges (including any applicable VAT or other taxes) for the applicable Services as set out or referred to in the Order Form (which may include a referral by way of an internet link in an Order Form to price lists on the Elgin website).

"Confidential Information" means information that one party (or an Affiliate) discloses to the other party under the Agreement, and which is marked as confidential or would normally under the circumstances be considered confidential information. It does not include information that the recipient already knew and did not hold in confidence, that becomes public through no fault of the recipient, that was independently developed by the recipient, or that was lawfully given to the recipient by a third party. The specific functionality of the Services and the pricing is included in Elgin's Confidential Information.

"Content" means any content provided by Elgin through the Services (whether created by Elgin or its third party licensors) including Aggregated Data, and includes, but is not limited to, Google Maps content, map data, roadworks data, traffic management intervention data, and traffic data.

"Customer Data" means data owned by the Customer or licensed to the Customer by a third party licensor and which the Customer loads, or which is loaded on the Customer's behalf, into the Systems.

"Customer Implementation" means an internal or external software application or website within the Customer's control that incorporates a Service in order to obtain and display Content in conjunction with Customer Data.

"Derived Content" means a dataset which differs substantially from the Content which is created by the Customer by processing the Content and combining the Content with other data to support the functionality and Purpose of the Customer Implementation.

"Documentation" means any operating manuals, user guides and other instructional materials or aids (whether hard copy or electronic) provided by Elgin to the Customer relating to the use of any of the Services.

"Effective Date" means the date of commencement of the Licence Term for the relevant Service as specified either i) in the applicable Order Form, or ii) in any separate purchase instruction or agreement relating to the Service the terms of which are superseded by this Agreement.

"End User" means the Customer's third party end user of the Customer Implementation.

"High Risk Activities" means uses where the use or failure of the Services could lead to death, personal injury, or property or environmental loss, damage, pollution or contamination.

"Intellectual Property Rights" means all and/or any intellectual property rights of whatever nature and howsoever arising including without limitation all and/or any inventions, patents, trademarks, service marks, registered designs, topography rights and utility models, pending applications for any of those rights, trade and business names, unregistered trademarks and service marks, rights in designs, copyrights and rights in the nature of copyright, moral rights, know-how, all rights in computer software (including without limitation database rights) and all other similar or equivalent industrial, intellectual or commercial rights or property subsisting under the laws of each and every jurisdiction throughout the world whether registered or not,

and whether vested, contingent or future and all reversions, renewals and extensions of any of the foregoing.

"Licence Term" means the period for which the Customer is licensed to use a Service as set out in the relevant Order Form for the applicable Service (subject to any earlier termination under the terms of the Agreement).

"Master Agreement" means this document.

"Order Form" means an order form for the Services in Elgin's standard format agreed and duly executed by the parties. The Order Form content shall include: (i) the Licence Term; and (ii) the Charges.

"Overage Charges" means any Charges payable for use of a Service above the Usage Limit specified in an Order Form or relevant Service Addendum.

"Purpose" is as defined in clause 3.1 of this Master Agreement.

"Service Addendum" means a document entered into by both parties that describes the specific terms and conditions applicable to that particular addendum's Service including the Service Specification.

"Services" means the Elgin services as set out in each Service Addendum. Each "Service" will have a more detailed description in the relevant Service Addendum.

"Service Level Agreement" or "SLA" means the Elgin Service Level Agreement for the Services described in each Service Addendum.

"Service Specification" means the description of a Service contained in or referred to in a Service Addendum (which may include a referral by way of an internet link in a Service Addendum to a description on the Elgin website).

"Software" means the Elgin proprietary application program interface provided by Elgin to the Customer pursuant to the Agreement.

"Systems" means the Elgin computer, processing, and network systems used to provide the Services to the Customer.

"Usage Limit" means any limit on the Customer's use of a Service specified on an Order Form or relevant Service Addendum.

"User Restriction" means any restriction on the Customer's use of the Services specified in an Order Form in addition to the restrictions contained in this Master Agreement.

For Elgin	For Customer
Signature:	Signature:
Name: James Harris	Name:
Title: Managing Director	Title:
Date:	Date: