

Terms and Conditions

The software is provided by MobileReport Ltd of 10 Heron Road, No. 3 Suite A, Belfast, BT3 9LE, Northern Ireland, company registration number NI607089 trading as 'GoReport' ("we, us, our").

The terms in this document ("Terms") set out how you may use the GoReport® Software and the basis upon which we will provide you with our Services.

1. AGREEMENT

1.1. By signing the Proposal Summary you are agreeing to be bound by these Terms, which together with the Proposal Summary form a legally binding agreement between you and us ("Agreement").

1.2. If you instruct us to commence providing you with the services set out in a Proposal Summary before you have signed it, you will be deemed to have signed it when you instruct us to proceed.

2. DEFINITIONS

2.1. The following expressions shall have the meaning set out below:

"Agreement Date" means the date on which you sign the Proposal Summary;

"Balance Payment" shall have the meaning given to it in the Proposal Summary;

"Business Day" means the hours from 09.00 to 17.00 on any day other than a Saturday or Sunday when the banks are open for business in the area in which you are based;

"Client Account" means the account set up by us for you on the GoReport® Software;

"Commencement Date" means the date on which your User Licence commences;

"Computer Equipment" means any devices and/or hardware provided by us to you (as agreed in the Proposal Summary);

"Confidential Information" means any and all information which is disclosed by one party to the other, whether before or after the Agreement Date and which is provided, either directly or indirectly, in writing, orally or by inspection, and shall include information relation to the business of the other party, including customer lists, pricing, methodology, software, trade secrets, know how, and being any and all information which is specified as confidential or which a reasonably prudent person should know is expected to be treated as confidential. For the avoidance of doubt, our Confidential Information shall include any prices we quote to you, the functioning of and any source code in the GoReport® Software;

"Content" means any content (including text, images, media files or content displayed in any other format);

"Controller" has the meaning given to it in the GDPR;

"Customer Data" has the meaning given to it in clause 7;

"Data Protection Legislation" means the Data Protection Act 1998, and the General Data Protection Regulation (EU 2016/679) ("GDPR") upon coming into force along with any national implementing laws, regulations and secondary legislation, as amended or updated from time to time in Northern Ireland;

"Data Subject" means any individual who can be identified from the Customer Data;

"Downtime" means any time during which the Hosted Service is unavailable to you;

"GoReport® Software" means the software tool created by us for the purpose of capturing, processing and reproducing surveying data, and includes any updates and/or related mobile apps or tools which we may create and make available to you from time to time;

"Hosted Service" means any element of the GoReport® Software which requires an internet connection to function;

"Initial Period" means the period designated as such in the Proposal Summary, which shall start on the Commencement Date;

"IPR" means patents, rights to inventions, copyright and related rights, trade-marks, trade names and domain names, rights in get-up, rights in goodwill or to sue for passing off, unfair competition rights, rights in designs, design rights, rights in computer software, database rights, rights in confidential information (including know-how and trade secrets) and any other intellectual property rights, in each case whether registered or unregistered and including all applications (and rights to apply) for, and renewals or extensions of, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist, now or in the future, in any part of the world;

"Licence Fees" means the fees payable for your Client Account and for each User Licence, (in each case as stated in the Proposal Summary);

"Peak Time" means the hours from 09.00 to 17.00 UK time (GMT or BST) on Business Days;

"Permitted Devices" means any mobile device used to access the GoReport® Software;

"Permitted User Data" has the meaning given to it in clause 7;

"Permitted Users" means your employees or sub-contractors;

"Personal Data" shall have the meaning given to it in the applicable Data Protection Legislation;

"Planned Downtime" means Downtime outside of Peak Time as required for us to support the ongoing operation of the GoReport® Software;

"Planned Maintenance" means work by us to service or upgrade the GoReport® Software and any associated hardware and operating environment, or any other Downtime that you have agreed to in advance;

"Privacy Policy" means the privacy policy accessible via our website (www.goreport.com) as may be amended by us from time to time;

"Processor" has the meaning given to it in the GDPR;

"Project" means a particular project of work to be carried out by you, as defined in the Proposal Summary;

"Proposal Document" means the document provided by us for you, which includes a solution overview and a Proposal Summary;

"Proposal Summary" means the summary of services to be provided by us to you ("Services") as set out (and defined) in the Proposal Document (including the provision of the GoReport® Software);

"Term" means the Initial Period and includes any Subsequent Periods thereafter ;

"Territory" means the United Kingdom of Great Britain and Northern Ireland and the Republic of Ireland;

"Third Party Software" means any software created by a third party;

"Transcription Service" means cloud-based speech recognition services which convert speech from audio files into machine generated transcripts;

"Subsequent Period" has the meaning given to it in clause 3.2;

"Unplanned Downtime" means any Downtime, other than Planned Maintenance or Planned Downtime, including lack of availability due to technical problems that occur outside of the Hosted Service infrastructure and which are beyond our control (including lack of availability due to downtime of your internet service provider or planned maintenance undertaken by the third party hosting provider);

"Upload" means upload, transmit, post, publish or otherwise display;

"User(s)" means any individual who you authorise to access and/or use the GoReport® Software;

"User Content" means any Content uploaded, transmitted, posted or published by you or any User on to or using the GoReport® Software;

"User Licence" has the meaning given to it in clause 4.1; and

"you" means the party which signed the Proposal Summary (and "your" shall be construed accordingly).

2.2. In these Terms References to clauses (unless otherwise provided) are references of the clauses of this Agreement. Words in the singular include the plural and in the plural include the singular. A reference to a particular law is a reference to it as it is in force for the time being, taking account of any amendment, extension, application or re-enactment and includes any subordinate legislation for the time being in force made under it. References to "including" and "include(s)" shall be deemed to mean respectively, "including without limitation" and "include(s) without limitation".

2.3. If there is any inconsistency between these Terms and the Proposal Summary, the Proposal Summary shall prevail.

3. SCOPE AND TERM

3.1. This Agreement shall commence on the Agreement Date and shall continue until the Commencement Date and thereafter for the Initial Period and each Subsequent Period entered into in accordance with clause 3.2 below, unless otherwise terminated in accordance with clause 3.2 or clause 16 below.

3.2. At the expiry of the Initial Period, the Agreement shall (subject to clause 3.3 below) automatically renew for a period of 1 year and shall continue thereafter to renew annually for further periods of 1 year on the same terms as set out herein. (Each such 12 month period, a "Subsequent Period"). Either party may terminate this Agreement on the expiry of the Initial Period or any Subsequent Period, by giving the other written notice of no less than 60 days.

3.3. The Subsequent Period shall not apply if it has been agreed that the User Licence is being granted specifically for the purposes of a Project.

4. YOUR USER LICENCE

4.1. In consideration of payment by you of the Licence Fee, we hereby grant to you a non-exclusive, non-assignable, non-transferable, non-sub licensable (save as set out in clause 4.4 below) licence to use the GoReport® Software from the Commencement Date and thereafter for the duration of the Term, within the Territory, solely for the purpose of capturing, processing and reproducing surveying data for your own internal business purposes ("User Licence"). Any such User Licence shall be subject always to the provisions of this Agreement.

4.2. If it has been agreed between you and us that the User Licence is granted for the purposes of a Project, you acknowledge and agree that:

4.2.1. you are only permitted to use the GoReport® Software in relation to that Project; and

4.2.2. any such User Licence shall only last for the duration of the Initial Period, whether or not the Project has been completed (unless you enter into a new agreement with us in respect of a further User Licence).

4.3. In some circumstances we may not be able to commence your User Licence on the date set out in the Proposal Summary (or otherwise agreed between you and us). This might be because we are waiting for your Computer Equipment to be delivered, owing to a failure by you to comply with your obligations pursuant to clause 10 herein, or for other reasons outside our control. As such, you acknowledge and agree that any date we may give you for the commencement of your User Licence is an estimate only, and that time is not of the essence for the purposes of the Commencement Date. We will do what we can to try to make sure everything runs smoothly and we will notify you as soon as possible if we expect delays, but we can't and don't accept any liability for any losses or damages you might suffer if the Commencement Date is later than we estimated, nor shall any such delay be deemed to be a breach of this Agreement by us.

4.4. You are not permitted to authorise any individual or entity other than Permitted Users to access the GoReport® Software. You agree that:

4.4.1. any Permitted Users shall only be entitled to access the GoReport® Software via your Client Account;

4.4.2. the maximum number of Permitted Users and Permitted Devices will be restricted to the number agreed in the Proposal Summary (or otherwise agreed between you and us from time to time); and

4.4.3. you shall be liable for the acts and/or omissions of any Permitted Users which, if carried out by you would amount to a breach of this Agreement.

5. USE OF THE GOREPORT® SOFTWARE BY YOU

5.1. We've put a lot of work into creating the GoReport® Software and we really want to protect it. As such, you agree that you will not:

5.1.1. take any action that imposes, or may impose (in each case in our sole discretion) an unreasonable or disproportionately large load on our infrastructure;

5.1.2. copy, duplicate, reproduce, rent, lease, operate a service bureau, transfer, redistribute, sub-licence, loan, sell, trade, resell, modify, create derivative works, distribute or publicly display, all or any part of the GoReport® Software without our prior written consent;

5.1.3. interfere or attempt to interfere with the proper working of the GoReport® Software or any activities conducted via the GoReport® Software;

5.1.4. bypass any measures we may use to prevent or restrict access to the GoReport® Software (including any attempt to circumvent the maximum number of Permitted Users and/or Permitted Devices allowed);

5.1.5. attempt to reverse engineer, decompile or otherwise seek to obtain access to the source code in the GoReport® Software;

5.1.6. engage in any activity that interferes with or disrupts the GoReport® Software, or the servers and networks which are connected to the GoReport® Software; and/or

5.1.7. publish or disclose results of any benchmark or other test run on the GoReport® Software.

5.2. You must not in any circumstances use, nor allow anyone else to use, any automated software, process, programme, robot, web crawler, spider, data mining, trawling or other “screen scraping” software (whether or not the resulting information is be used for your internal purposes) in respect of the GoReport® Software and you must not disclose your password to anyone else for the purposes of using any such technology.

5.3. It is your responsibility to ensure that any passwords and/or login details associated with your Client Account (whether relating to you or any Permitted User) is kept confidential at all times. As such, you acknowledge and agree that you will be responsible for any activities carried out using your Client Account and/or your login details. If you know or suspect that someone else knows your password you agree to notify us by contacting us immediately.

5.4. You acknowledge and agree that we may monitor your (and/or any Permitted User’s) use of the GoReport® Software and all activities under your Client Account. Where, in our sole opinion, we suspect misuse of the GoReport® Software has occurred, we reserve the right to suspend or terminate your account (and the provisions of clause 16.2 shall apply).

6. USER CONTENT

6.1. In order to make use of the GoReport® Software, it is likely that you (or a User) will be Uploading Content on to the GoReport® Software from time to time. We understand how important your User Content is to you, particularly since it might contain Personal Data. We will only use your User Content for the purposes of providing you with our Services and complying with our legal obligations. However, we would also like to collect and retain aggregate anonymised data for statistical purposes, for our own business use. By Uploading any Content via the GoReport® Software (or permitting a User to do the same) you hereby grant us (and our employees, agents and sub-contractors) a world-wide, royalty-free, non-exclusive, sub-licensable and transferable licence to use the User Content for the purposes set out in this clause 6.1.

6.2. We want you to Upload the Content which you need. However, we also want to make sure that the GoReport® Software is a safe environment for everyone. As such, there are some things which we don’t allow our users to upload. You acknowledge and agree that you may not Upload, on to the GoReport® Software (or authorise or allow anyone else to do so) Content which:

- 6.2.1. is misleading, harmful, threatening, abusive, harassing, defamatory, offensive, violent, obscene, pornographic, vulgar, libellous, racially, ethnically, religiously or otherwise objectionable;

- 6.2.2. constitutes unauthorised disclosure of personal or confidential information;

- 6.2.3. violates the rights of any party (including but not limited to any patent, trade mark, trade secret, publicity right, privacy right, copyright or other IPR) or otherwise create liability or violate any local, state, national or international law;

- 6.2.4. contains viruses, trojans, worms, corrupted files or code, files and programs designed to impede or destroy the functionality of any computer software or hardware; spyware and malware designed for phishing and with a view to compromise the data security and integrity, and obtain sensitive personal or financial information; and/or

- 6.2.5. constitutes or encourages a criminal offence.

6.3. By Uploading any Content using the GoReport® Software (or permitting a User to do the same), you represent and warrant that:

- 6.3.1. you have the rights, power and authority necessary to grant the licence at clause 6.1 above;

- 6.3.2. you have the lawful right to upload, reproduce, distribute and store the User Content;

6.3.3. the Uploading, reproduction and/or distribution of the User Content will not constitute or encourage a criminal offence or violate the rights of any party or otherwise create liability or violate any relevant local, national or international law; and

6.3.4. the User Content complies with the restrictions set out in clause 6.2.

6.4. Since we have little control over what you or a User uploads, you agree to indemnify us, without limitation and upon demand, against any cost, damages or expenses (including reasonable legal expenses) that may be incurred by us either: **6.4.1.** as a result of any breach by you of the warranties detailed in clause 6.3, and/or

6.4.2. in respect of any claim or action against us or any third party that the use of any User Content infringes IPR or is otherwise unlawful.

6.5. While we provide the GoReport® Software, we are not responsible for any third party Content Uploaded on to the GoReport® Software. As such, you acknowledge and agree that:

6.5.1. we have no duty to moderate any content accessible via the GoReport® Software and that you are solely responsible for any User Content;

6.5.2. any use by you of or reliance upon any Content accessible via the GoReport® Software is at your sole risk. We do not endorse any information or reports which may be published or sent to you via the GoReport® Software; and

6.5.3. we reserve the right to remove or edit any Content, without notice and at our sole discretion, if we determine that it is not in compliance with these Terms or is notified to us as objectionable by a third party, and to provide your IP address and other identifying information to law enforcement authorities, where appropriate, and take any and all other legal action at our disposal if we believe you have breached these Terms.

6.6. (Subject to our rights under clause 6.5.3, our obligations under clause 7 and subject to any termination or expiry of this Agreement), we will store any User Content uploaded via your Client Account for at least ninety (90) days from the date it is uploaded, unless you instruct us in writing to remove the User Content sooner.

6.7. In the event of any loss or damage to User Content, your sole and exclusive remedy shall be for us to use reasonable commercial endeavours to restore the lost or damaged User Content from the latest back-up maintained by the GoReport® Software. Subject always to our obligations under clause 7 (in respect of Personal Data), we shall not be responsible for any loss, destruction, alteration or disclosure of User Content caused by any third party.

7. PERSONAL DATA

7.1. It is likely that you will provide us with 3 types of Personal Data in connection with our Services:

(i) Personal Data relating to you and key contacts within the Client which you (or your personnel) provide to us (any such Personal Data, "Client Data");

(ii) Personal Data relating to your Permitted Users provided by you to us ("Permitted User Data"); and

(iii) Personal Data relating to customers of your business which you (or your personnel) give to us or upload on to the GoReport Software® ("Customer Data").

We will only use any such Personal Data in accordance with our Privacy Policy.

7.2. Both of you and us agree to comply with our respective obligations under the applicable Data Protection Legislation in respect of any Personal Data transferred by you to us or Uploaded by you (or a User) on to the GoReport® Software.

7.4 You and we acknowledge and agree that, for the purposes of the Data Protection Legislation, we are the Processor and you are the Controller in respect of the Customer Data and the Permitted User Data which you give us for the purposes of us providing our Services to you (together the "Processed Data").

7.5 By transferring the Processed Data to us, whether by transferring it to us directly or uploading, storing or transferring any Personal Data using the GoReport® Software (or authorising a User to do the same), you are representing and warranting that you have the lawful authority to do so and for us to process such data in accordance with our Privacy Policy and the processing provisions set out in clauses 7.6 – 7.8 (inclusive). You agree to indemnify us in full upon demand against any losses and/or damages which we may suffer or incur as a result of a breach of this clause 7.5 by you.

Processed Data

7.6 You shall ensure that you have obtained all necessary consents and have all necessary notices in place to enable lawful transfer of the Processed Data to us for the duration and purposes of the services to be provided by us under this Agreement (and for the Processed Data to be processed in accordance with this Agreement).

7.7 In relation to any Processed Data, we shall:

7.8 You consent to us appointing a third party service provider to host the Processed Data uploaded on to GoReport® in connection with this Agreement. If you opt to use the Transcription Services, you are also consenting to our use of the third party which we sub-contract these services to. We confirm that we have entered or (as the case may be) will enter with the third-party processor into a written agreement substantially on that third party's standard terms of business. As between you and us, we shall remain fully liable for all acts or omissions of any third-party processor appointed by it pursuant to this clause.

(a) process the Processed Data only in accordance with your written instructions of (which shall include the provisions in this Agreement) unless we are required by the laws of any member of the European Union or by the laws of the European Union applicable to us to process Customer Data ("Applicable Laws"). Where we are relying on laws of a member of the European Union or European Union law as the basis for processing Processed Data, we shall promptly notify you of this before performing the processing required by the Applicable Laws unless those Applicable Laws prohibit us from so notifying you;

(b) ensure that we have in place appropriate technical and organisational measures to protect against unauthorised or unlawful processing of Processed Data and against accidental loss or destruction of, or damage to, Processed Data, appropriate to the harm that might result from the unauthorised or unlawful processing or accidental loss, destruction or damage and the nature of the data to be protected, having regard to the state of technological development and the cost of implementing any measures (those measures may include, where appropriate, pseudonymising and encrypting Processed Data, ensuring confidentiality, integrity, availability and resilience of its systems and services, ensuring that availability of and access to Processed Data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of the technical and organisational measures adopted by it);

(c) ensure that all personnel who have access to and/or process Processed Data are obliged to keep the Processed Data confidential;

(d) not transfer any Processed Data outside of the European Economic Area unless we've obtained your prior written consent;

(e) assist you, at your cost, in responding to any request from a Data Subject and in ensuring compliance with your obligations under the Data Protection Legislation with respect to security, breach notifications, impact assessments and consultations with supervisory authorities or regulators;

(f) notify you without undue delay on becoming aware of a breach of the Processed Data;

(g) at your written direction, delete or return Processed Data to you on termination of this Agreement unless required by Applicable Law to store the Processed Data; and

(h) maintain complete and accurate records and information to demonstrate our compliance with this clause 7.7 and allow for audits by you or your designated auditor in respect of the processing of the Processed Data by us or our sub-processors (upon receiving reasonable notice from you).

Marketing

7.9 Our use of Personal Data (including in relation to our marketing policy) is set out in our Privacy Policy. By entering into this Agreement, you acknowledge receipt of the same. If you have not received a copy of our Privacy Policy, please contact us so that we can send you a copy, and read it before you enter into this Agreement with us.

7.10 To the extent that we use any Personal Data for marketing purposes, we are acting as a Controller. We are relying on the lawful basis of legitimate interest in order to contact you and Permitted Users with information about updates to our services and the functionality of the GoReport® Software. We might also send you information about related third party goods or services which we think might be of interest to you.

7.11 You may opt of our marketing policy at any time and we will not send any marketing to you or to any Permitted Users. If you would like to do so, please send an email to info@goreport.net. When you give us the contact details of your Permitted Users, we will also send them an email with our Privacy Policy attached and giving them the option to opt out of any further marketing emails. Any further marketing communications sent by us will always include the option to opt out.

8. INTELLECTUAL PROPERTY RIGHTS

8.1. Any IPR which you provide (or any User provides) to us (and which is owned or licensed by you from a third party), whether trademarks, brand names, logo, house-style or other specifications and any access to any software or other services (any such IPR, "Client IPR"), shall remain vested in you (or where relevant, your licensors). Nothing in this Agreement shall confer on us any right, title or interest in any of the Client IPR other than the rights of use specifically set out in clause 8.2 below.

8.2. You hereby grant us a royalty-free, licence to use (and permit our employees and sub-contractors to use) the Client IPR for the purposes of providing our Services ("Client IPR Licence").

8.3. In respect of the Client IPR you: **8.3.1.** represent and warrant that you have the rights, power and authority necessary to grant us the Client IPR Licence and that any use by us (or our employees or sub-contractors) in accordance with the Client IPR Licence shall not infringe any third party rights, including any IPR; and

8.3.2. hereby indemnify us and agree to keep us indemnified upon demand in full, against any damages, losses and/or expenses (including reasonable legal expenses) suffered or incurred by us as a result of a breach of clause 8.3.1 by you.

8.4. Any IPR which we provide, or make accessible to you or any User (including the GoReport® Software and any source code in the GoReport® Software, any IPR created as part of any customisation and/or configuration of the GoReport® Software and any trademarks, brand names and/or other distinctive get-up which may be included in the GoReport® Software (altogether, the "GoReport® IPR") shall remain vested

in us (or where relevant our licensors). Nothing in this Agreement shall confer on you (or anyone else) any right, title or interest in any of the GoReport® IPR other than the rights of use specifically set out herein.

8.5. We warrant that your use of the GoReport® IPR if used in accordance with this Agreement will not breach the IPR of any third party (within the Territory) and agree to indemnify you (subject to clause 8.6) against any damage suffered by you as a direct result of a breach of this clause 8.5 provided this clause shall not apply where the claim in question is attributable to: 8.5.1. use of the GoReport® IPR (or any part thereof) by you other than in accordance with the terms of this Agreement;

8.5.2. use of the GoReport® Software in combination with software not approved in writing by us;

8.5.3. use of a release other than the then current release of the GoReport® Software;

8.5.4. modification of the GoReport® Software not approved in writing by us; and/or

8.5.5. compliance with your specifications or instructions.

8.6. Clause 8.5. is conditional upon: **8.6.1.** you notifying us in writing, as soon as reasonably practicable, of any infringement claim;

8.6.2. you not making any admission as to liability or compromise or agreeing to any settlement of any infringement claim without our prior written consent;

8.6.3. us having, at our own expense, the conduct of or the right to settle all negotiations and litigation arising from any infringement claim;

8.6.4. you providing us with all reasonable assistance in connection with any such claim and such litigation at our request and expense; and

8.6.5. your taking all reasonable steps to mitigate any damages or losses which may be suffered by you.

8.7. If any infringement claim is made, or in our reasonable opinion is likely to be made, against you, we may at our sole option and expense:

8.7.1. procure for you the right to continue using the GoReport® IPR in accordance with the terms of this Agreement;

8.7.2. modify the GoReport® IPR so that it ceases to be infringing;

8.7.3. replace the GoReport® Software with non-infringing software; or

8.7.4. terminate this Agreement immediately by notice in writing to you and refund any of the Licence Fees paid by you under this Agreement as at the date of termination (less a reasonable sum in respect of your use of the GoReport® Software to the date of termination).

8.8. The GoReport® Software is a registered trademark in the United Kingdom. Unless you have agreed otherwise in writing with us, nothing in this Agreement gives you a right to use any of our or our licensors' trade names, trademarks, service marks, logos, domain names, and other distinctive brand features. You agree that you shall not remove, obscure, or alter any proprietary rights notices (including copyright and trade mark notices) which may be affixed to or contained within the GoReport® Software.

9. SUPPORT SERVICES

9.1. We shall provide you with the support services described more fully in the Proposal Summary (if any), such services, the "Support Services").

9.2. Unless otherwise agreed, the Support Services shall only be provided on Business Days; and we make no guarantees or representations as to how quickly we might respond to any correspondence submitted or other communications from you.

10. YOUR OBLIGATIONS

10.1. While we are happy to discuss the functionality of the GoReport® Software, you acknowledge and agree that it is up to you to decide if the software is right for you and how you can best implement it in your business (in accordance with any licence we grant under this Agreement). As such, you acknowledge and agree that you are responsible for (and we accept no liability in respect of): 10.1.1. the selection of the GoReport® Software to achieve your intended purpose and for determining the appropriate use to be made of the GoReport® Software within your business;

10.1.2. the selection and use of results obtained from the GoReport® Software;

10.1.3. ensuring that your equipment is suitable for using the GoReport® Software;

10.1.4. ensuring that your personnel are sufficiently trained to operate the GoReport® Software in a proper manner (and in accordance with these Terms) and have attended any recommended training courses which we have agreed to provide as part of our Services; and

10.1.5. ensuring that your use of the GoReport® Software is in accordance with all applicable laws, regulations and codes of conduct in force from time to time.

10.2. You agree: **10.2.1.** to act in good faith at all times in your dealings with us, including carrying out testing and providing approvals in a timely manner and consistent with any schedule agreed between you and us; and

10.2.2. promptly to provide us (and our employees, representatives, agents and sub-contractors) with:

10.2.3. such full, up-to-date and accurate information as we may from time to time require for the implementation and provision of our Services to you; and

10.2.4. such access to any premises, systems, networks and/or anything else we might reasonably require in order to provide our Services to you.

10.3. We have been able to offer you the prices quoted to you along with the agreed payment terms on the basis that you will comply with your obligations under this clause 10. If the Commencement Date agreed between you and us is delayed by more than 14 days and such delay is directly or materially attributable to your actions or omissions (or those of your staff), notwithstanding any other provisions herein, the Balance Payment shall become payable by you to us in full cleared sums, within 14 days' of written notice from us.

10.4. While we will retain your User Content in accordance with this Agreement, you acknowledge and agree that, the GoReport® Software is not intended to act as a back-up service. As such, save as provided herein, we exclude liability for any loss of data or error. You are responsible for backing up your User Content regularly to prevent any loss of information.

11. HOSTED SERVICE AVAILABILITY

11.1. The availability percentage of the Hosted Service other than for Planned Downtime, Unplanned Downtime outside of our control, and Planned Maintenance, shall be: 11.1.1. 99% availability during Peak Time; and

11.1.2. 95% availability for all other periods.

11.2. We may use up to five (5) hours in any week, outside of Peak Times, for Planned Maintenance.

12. TRANSCRIPTION SERVICES

12.1. As part of the GoReport® Software package, we offer a third party automated Transcription Service. Processing is charged as stated in the Proposal Summary. By selecting to use this function you agree and authorise us to: 12.1.1. transmit your audio files to our licensor, and accept the resultant transcription back into your User Content; and

12.1.2. invoice you for the charges as stated in the Proposal Summary.

12.2. You acknowledge that the Transcription Service is provided by a third party, as such you agree that:

12.2.1. we will not be liable for damages incurred or losses suffered by you arising out of your use of the Transcription Service, and/or any non-availability of the Transcription Service;

12.2.2. notwithstanding any other provisions set out herein, we reserve the right to increase any prices charged for such services at the request of the third party providing the Transcription Service; and

12.2.3. we reserve the right to suspend or cease the provision of the service at our sole discretion without liability to you. Any such suspension or cessation will not be deemed to be a breach of this Agreement, and shall not entitle you to terminate the Agreement.

13. SUPPLY OF COMPUTER EQUIPMENT

13.1. Where we have agreed to do so, we will supply you with the Computer Equipment in accordance with the provisions set out in this Agreement.

13.2. You acknowledge and agree that the Computer Equipment is manufactured by a third party, and our service is limited to sourcing and purchasing the Computer Equipment on your behalf. As such, you acknowledge and agree that in respect of any such Computer Equipment, we cannot accept (and hereby exclude) any liability in respect of any such Computer Equipment (save our obligations to supply the hardware as set out herein).

13.3. Any warranty provided by the manufacturer of Computer Equipment supplied by us will be the only warranty in respect of the Computer Equipment and you are responsible for taking all steps necessary to ensure the warranty is effected directly between you and the manufacturer of the Computer Equipment. We do not provide Support Services for Computer Equipment.

13.4. While we try to meet any delivery dates agreed between you and us, you acknowledge and agree that any such delivery dates will depend on the availability of Computer Equipment from third parties. As such, you agree that delivery dates are an estimate only, and time shall not be of the essence for the purposes of this Agreement.

13.5. Title in the Computer Equipment shall not pass until we have received funds in full for the cost quoted by us to you for the purchase of the Computer Equipment. Risk shall pass once the Computer Equipment has been delivered to you by us in accordance with the terms agreed in the Proposal Summary.

13.6. You acknowledge and agree that it shall be your responsibility to maintain and replace any Computer Equipment (and/or any other equipment or services which you may need to make use of the GoReport® Software) as may be required from time to time, and we accept no responsibility (and no refund shall be payable to you by us) for any disruption to our Services and/or the proper functioning of the GoReport® Software as a result of any failure by you to comply with your obligations under this clause 13.6.

14. PAYMENT

14.1. You shall pay us in full clear funds the amounts detailed in the Agreement when they become due in accordance with the payment terms set out in the Proposal Summary and the provisions herein.

14.2. Unless a price is otherwise agreed in advance, in writing between you and us, we reserve the right to charge (on a time and materials basis and at our then current rates) for any software, products, Computer Equipment or other hardware, and/or services supplied by us to you at your request, which are not specifically provided for in the Proposal Summary.

14.3. Unless stated otherwise in the Agreement, all invoices are due for payment strictly thirty (30) days from the date of the invoice.

14.4. If you fail to make any payment when due, we may in our sole discretion suspend our Services, including your use of the GoReport® Software and any access to your Client Account, until paid for in full. If no payment is made within 14 days of the due date, we may in our sole discretion terminate this Agreement. In either event this will mean that you will be unable to access any User Content.

14.5. Any money that remains outstanding by the due date will incur a late payment interest rate of 4% above the prevailing Bank of England's base rate on the outstanding balance until such times as the payment is made in full. We reserve the right to seek recovery of any monies remaining unpaid sixty days from the date of invoice via collection agencies and/or through court. In such cases you will be liable for any and all additional administrative and/or court costs.

14.6. All charges and fees are given exclusive of VAT which shall be added and paid by you at the rate and in the manner for the time being prescribed by law. You shall make all payments due under the Agreement in full without any deduction whether by way of set-off, counterclaim, discount, abatement or otherwise.

14.7. Our prices will remain fixed during the Initial Period, but we reserve the right to change our prices by giving you no less than 60 days' notice, such notice to expire no sooner than the end of the Initial Period or any Subsequent Period thereafter.

15. EXCLUSIONS AND LIMITATIONS

15.1. Nothing in these Terms, including this clause 15, shall exclude or limit any warranty or liability which may not be lawfully excluded or limited by applicable law, including liability for fraud or for death or personal injury caused by our negligence.

15.2. You acknowledge and agree that we have no liability to you for any misuse or loss of User Content by third parties. In particular, you acknowledge and agree that no refund or compensation will be due to you from us.

15.3. There are no conditions, warranties, representations or other terms, express, statutory or implied, that are binding on us except as specifically stated in these Terms (including statutory warranties and conditions of user enjoyment, merchantability, fitness for a particular purpose and non-infringement). Any condition, warranty, representation or other term concerning the supply of our Services which might otherwise be implied into or incorporated in this Agreement, or any collateral contract, whether by statute, common law or otherwise, is hereby excluded to the fullest extent permitted by law.

15.4. You expressly understand and so agree that your use of the GoReport® Software is at your sole risk and (save for the obligations in respect of availability, set out in clause 11) that the GoReport® Software is provided on an "as is" basis.

15.5. In particular, we, our affiliates and our licensors, do not represent or warrant to you that:

15.5.1. your use of the GoReport® Software (including its use in conjunction with any other software) will meet your requirements, that your use of the GoReport® Software will be uninterrupted, timely, secure or free from error or that defects in the operation or functionality of the GoReport® Software provided to you will be corrected; and

15.5.2. any information obtained by you from your use of the GoReport® Software will be accurate or reliable; and

15.5.3. any User Content will be accessible at any particular time.

15.6. Any material (including User Content) downloaded or otherwise obtained or accessed through the use of the GoReport® Software is done at your own discretion and risk, and that you will be solely responsible for any damage, loss, or prejudice to your Computer Equipment or any other device, services or equipment used by you or any Permitted User, or loss of data that results from the download or access of any such material.

15.7. In order for you to make full use of the GoReport® Software it may be necessary for you to use particular equipment, to download or install certain pieces of software, and/or to maintain certain third party services (such as an internet connection). If you are unable to access all or part of the GoReport® Software because you do not have access to any necessary software, services or equipment, this shall not constitute a breach of this Agreement by us and we shall not be liable for any loss, damage or expense which may result from your inability to access the GoReport® Software.

15.8. No advice or information, whether oral or written, obtained by you from us or any of our subsidiaries, affiliates, officials, employees, or personnel, or through or from the GoReport® Software shall create any warranty not expressly stated in these Terms.

15.9. You expressly understand and agree that we and our licensors shall not be liable to you for:

15.9.1. any direct, indirect, special, incidental or consequential loss or damage which may arise in respect of our Services, including the GoReport® Software and/or its use or non-availability;

15.9.2. loss of profit, business revenue, goodwill and anticipated savings;

15.9.3. any trading or other losses which you may incur as a result of use of or reliance upon any content;

15.9.4. any effect which use of the GoReport® Software may have on any software you use;

15.9.5. the loss / delay of audio uploaded to the Transcription Service;

15.9.6. for quality of transcripts from the Transcription Service; or

15.9.7. for late delivery of transcripts from the Transcription Service.

15.10. From time to time, we may use Third Party Software in the provision of our Services (including within the GoReport® Software). We warrant that, in relation to any such Third Party Software, we have entered into valid licence agreements with any such third parties to enable us to provide our Services. However, we cannot accept any liability for the acts and/or omissions of any third parties. As such, you acknowledge and accept as reasonable that (notwithstanding any other provision in this Agreement):

15.10.1. we exclude all liability to the maximum extent permitted by applicable law for any loss whatsoever incurred by you as a result of any such Third Party Software, or of the failure, suspension and/or termination of any facility, software or service provided by any third Party, or the breach by any third party of any relevant licence (each such act, omission, failure, suspension or termination a "Third Party Breach"); and

15.10.2. any Third Party Breach shall not constitute a breach by us of this Agreement.

15.11. We shall not be liable for any delay or failure in carrying out our obligations under this Agreement if and to the extent that such delay or failure is due to the delay or failure by you to comply with your obligations under this Agreement.

15.12. You agree and acknowledge that you are in a better position than us to foresee and evaluate any potential damage or loss which you may suffer in connection with the use of the GoReport® Software; that we cannot adequately insure our potential liability to you; and that accordingly the exclusions and limitations contained in this clause 15 are reasonable. You also undertake at all times to mitigate any such damage or loss.

15.13. Subject to the clauses above, our aggregate liability in respect of any loss or damage suffered by you and arising out of or in connection with the use of the GoReport® Software shall not exceed the amount paid by you for Licence Fees in the 12 months preceding the date of any such claim in relation to the Agreement under which the loss or damage is determined to have occurred.

16. TERMINATION

16.1. Either party may at any time, terminate this Agreement on written notice to the other if the other party:

16.1.1. is in material breach of any provision of the Agreement and either that breach is incapable of remedy or the other party fails to remedy that breach within 30 days after receiving written notice requiring it to remedy that breach; or

16.1.2. is required to do so by law (for example, where the provision of the GoReport® Software to you is, or becomes, unlawful); or

16.1.3. if either party becomes insolvent; or enters into any kind of composition, scheme of arrangement, compromise or arrangement involving that party and its respective creditors generally (or any class of them) save for the purposes of a bona fide company reorganisation; or is unable to pay its debts; or is the subject of an order for the seizure of the assets or a substantial part thereof of that party made by any court having jurisdiction.

16.2. We may terminate this Agreement at any time on written notice to you if you:

16.2.1. fail to pay any sum due to us under this Agreement and such sum remains unpaid fourteen (14) days after its due date;

16.2.2. cease to carry on business;

16.2.3. undergo any material change in your shareholding control; or

16.2.4. undertake or authorise any act or omission which may reasonably be considered by us to jeopardise any of rights of ours and/or our licensors in the GoReport® Software or any part thereof including making or allowing to be made any unauthorised copy of the GoReport® Software or any part thereof and/or imparting or divulging the contents of the GoReport® Software or any part thereof to a third party without our prior written consent.

16.3. Upon the expiry or termination of this Agreement:

16.3.1. the licence granted at clause 4.1 terminates and your Client Account shall no longer be accessible by you and/or any Permitted User;

16.3.2. all legal rights, obligations and liabilities that you and we have benefited from, been subject to (or which have accrued over time whilst the Terms have been in force) shall be unaffected by this cessation, and the provisions of clauses 2, 5, 6.1, 6.3, 6.4, 7.5, 14, 15, 16.3, 16.4, 17, 18.3.7, 19 and 20, shall survive termination; and

16.3.3. you will lose access to the GoReport® Software and (after 30 days) stored User Content which we reserve the right to dispose of (save for Customer Data, which will be dealt with in accordance with clause 7.7(g)); and

16.3.4. you shall immediately pay us all sums due under this Agreement.

16.4. We reserve the right to retain, maintain, archive, protect, use, or store User Content as we may deem reasonable or necessary to fulfil any legal requirement, as may be required for our internal business purposes, or in protecting such business or interests until the data is deleted in accordance with these Terms.

16.5. You acknowledge and agree that in the event of early termination of the Agreement, no refunds shall be payable where a service is deemed to have begun and is, for all intents and purposes, underway.

17. CONFIDENTIALITY

17.1. You agree that we can publicise you as a customer within our websites, customer presentations and sales collateral and you may publicise your use of our Services within your websites, customer presentations and sales collateral provided we have given our consent (such consent not to be unreasonably withheld).

17.3. We recognise that your User Content may include commercially sensitive Confidential Information, which is very important to your business. As part of the Agreement, it is likely that we will also provide you with Confidential Information which is commercially sensitive for us (including our price lists and methodology). Each party may be given access to Confidential Information from the other in order to perform our respective obligations under this Agreement. Such Confidential Information shall not include information that:

17.3.1. is or becomes publicly known other than through any act or omission of the receiving party;

17.3.2. was in the other party's lawful possession before the disclosure;

17.3.3. is lawfully disclosed to the receiving party by a third party without restriction on disclosure;

17.3.4. is independently developed by the receiving party, which independent development can be shown by written evidence; or

17.3.5. is required to be disclosed by law, by any court of competent jurisdiction or by any regulatory or administrative body.

17.4. Each of you and us shall:

17.4.1. hold the other's Confidential Information in confidence and, unless required by law, not make the other's Confidential Information available to any third party, or use the other's Confidential Information for any purpose other than the implementation of this Agreement; and

17.5. take all reasonable steps to ensure that the other's Confidential Information to which it has access is not disclosed or distributed in violation of the terms of this Agreement.

18. ROYAL INSTITUTION OF CHARTERED SURVEYORS

18.1. The terms in this clause apply if you use any of the materials licensed to us from the Royal Institution of Chartered Surveyors ("RICS"), including the RICS Scheme Materials. To the extent that any of the terms in this clause conflict with any other provision in this Agreement, the provisions of this clause take precedence.

18.2. In this clause:

18.2.1. RICS Scheme Materials shall mean collectively and individually the copyright-protected materials associated with the RICS HomeBuyer Report Scheme ("HBR Scheme"), the RICS Condition Survey and RICS Building Survey, together referred to as the Schemes; namely the HBR report form, the description of the RICS HBR service including standard terms of engagement, HBR leasehold properties advice, HBR maintenance tips, the practice notes (including explanatory appendices and supporting documentation), the optional text sample phrases provided for use in the RICS Homebuyer report form together with other documents and materials as may be added from time to time to the Schemes by RICS and all logos, headings and titles connected with those materials; and

18.2.2. Member Data shall mean any data or database provided by RICS to us and relating to members, students and associate members of RICS.

18. ROYAL INSTITUTION OF CHARTERED SURVEYORS

18.3. You acknowledge and agree that: 18.3.1. the Scheme Materials and Member Data are owned by, and used under licence to us from, RICS;

18.3.2. you may only use the Scheme Materials and/or any Member Data if you:

18.3.2.1. are using the same as part of your use of the GoReport® Software (in accordance with these Terms); and

18.3.2.2. are a current member of the RICS Homebuyer Report© licence scheme ("Licence Scheme").

18.3.3. you may not copy the Scheme Materials and/or sub-license the Scheme Materials to any other person;

18.3.4. you may not create any service using the Scheme Materials and/or Member Data, other than as part of creating a report using GoReport®;

18.3.5. the Scheme Materials and Member Data are provided "as is", and neither we nor RICS make any warranty or representation in relation thereto, and that to the maximum extent permitted by law both we and RICS disclaim any and all other warranties and conditions, whether express, implied, or statutory, including but not limited to implied warranties (if any) of quiet enjoyment, merchantability, non-infringement, fitness for a particular purpose and satisfactory quality (including any warranty or representation that the Scheme Materials and/or Member Data will be entirely free from defects or be entirely error free). To the maximum extent permitted by law, RICS and we both exclude any and all liability (whether direct or indirect) relating to the use by you of the Scheme Materials and/or Member Data;

18.3.6. you acquire only the right to access and use the Scheme Materials and/or Member Data in accordance with this Agreement, and that all IPR in the same belong to and shall remain vested in RICS or where relevant RICS' licensors. Nothing in this Agreement shall confer on you any right, title or interest in the Scheme Materials and/or Member Data (except the rights of use as set out in these Terms);

18.3.7. you will indemnify and keep indemnified us against any and all liability, loss, cost and expense arising howsoever and whether directly or indirectly out of your breach of any obligation, warranty and/or representation detailed in this clause 18; and

18.3.8. RICS may terminate our licence to provide access to the Scheme Materials and/or Member Data (or part thereof), and in the event of any such termination your access to the same will be prevented.

If you do not fulfil both of these conditions, you may not use the Scheme Materials and/or any Member Data;

18.4. RICS may request access to data submitted by you into the GoReport® Software in respect of completing a RICS HomeBuyer Report, for the proper purpose of its own business use. You agree that we may provide such access to RICS and that RICS shall be entitled to use of the data in question, provided at all times that any such data shall only be provided on an aggregated basis, without any Personal Data being accessed; and that no such data shall be accessed via GoReport® after six months from the date of your submission of it into the GoReport® Software.

18.5. You warrant and represent to us that you are a member of the Licence Scheme, and will remain a member for the duration of your use of any Scheme Materials and/or Member Data.

19. GENERAL

19.1. You may not assign, sub-license, sub-contract, mortgage or otherwise transfer any of your rights or obligations under this Agreement without our prior written consent.

19.2. No party shall be liable to the other for any delay or non-performance of its obligations under this Agreement arising from any cause beyond its control save that nothing in this clause 19.2 shall excuse you from any payment obligations under this Agreement.

19.3. No forbearance or delay by either party in enforcing its rights shall prejudice or restrict the rights of that party and no waiver of any such rights or of any breach of any contractual terms shall be deemed to be a waiver of any other right or of any later breach.

19.4. This Agreement constitutes the entire agreement and understanding between the parties as to the subject matter hereof and supersedes all previous between the parties agreements relating to the subject matter hereof. Each party represents and agrees that in entering into this Agreement it does not rely on, and will have no remedy in respect of, any statement, representation, warranty or understanding (whether negligently or innocently made) of any person (whether party to this Agreement or not) other than as expressly set out in the Agreement and these Terms. Nothing in this clause shall exclude or limit any liability for fraud.

19.5. A person who is not a party to this Agreement shall not have any rights under or in connection with it by virtue of the Contracts (Rights of Third Parties) Act 1999.

19.6. Any notice of termination, breach or other notice of a legal nature required to be given to either party under this Agreement shall be given by first class recorded delivery post, or by hand confirmed by signed receipt, to the appropriate address of the party concerned set out in the Agreement or as notified by them from time to time and any such notice shall be deemed to be delivered on the date such delivery is recorded. Any other notice required to be given under this Agreement shall be sufficiently given if sent by first class post and any such notice shall be deemed to be delivered within two days of such posting.

19.7. If any term, part or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or otherwise unenforceable as being contrary to applicable law or public policy, such provision shall to the extent reasonably possible be construed in a manner so as to be enforceable and the remaining provisions hereof shall remain in full force and effect and in no way be affected, impaired or invalidated.

19.8. Any amendment, waiver or variation of this Agreement shall not be binding on the parties unless set out in writing and signed by or on behalf of each of the parties.

19.9. The parties agree that in the event that a dispute arises between them they will in the first instance attempt to resolve the issue amicably by referring the matter to director level for discussion between the parties. In the event that the dispute is not resolved within 30 days either party may refer the matter to the

court, provided that nothing shall prevent either party immediately referring to the courts any matter relating to the protection of its or its licensors' IPR or Confidential Information.

20. JURISDICTION

20.1. This Agreement shall be governed by and construed in accordance with the laws of Northern Ireland and both parties submit to the exclusive jurisdiction of the Northern Irish courts to settle any disputes which may arise in connection.

Updated May 2018