



Period of Services

The Supplier shall be deemed to commence “delivery of services” on the point of integration of GoodSAM Limited into the CAD or formal use of the Dashboard to generate texts as part of dispatch.

Services will be provided annually and on a rolling annual basis, following payment of the “Annual Subscription Fee”.

Payment

Invoices shall be payable to the Supplier within 30 days of receipt by the Buyer, on the “Due Date”. Should the Invoice not be paid within 30 days, the Supplier shall add interest of 5% for every 30 day period that the amount remains unpaid.

All amounts stated for payment are exclusive of VAT, which shall be added to each invoice by the Supplier where required.

At the end of every Annual Period, the Supplier reserves the option to review and increase the Annual Subscription Fee, provided that it gives the Buyer three month written notice of the increase.

If the Supplier has not received payment of the invoice in full by the Due Date, and without prejudice to any other rights and remedies of the Supplier, the Supplier shall have the right to immediately suspend services until receipt of any overdue amounts.

Termination and Variation

The contract shall continue unless the Buyer informs the Supplier that it wishes to terminate the contract. The earliest date by which the Supplier can terminate the service is 12 months following commencement of the contract.

The Supplier shall provide three months written notice of Termination. Upon Termination, the Buyer shall pay to the Supplier any sums due and owing to the Supplier in full for which an invoice has been issued.

The Services will be provided by the Supplier as outlined above. However, the Buyer may at any time during the term of this Contract request additional Modules or Services by notifying the Supplier in writing of their requirements. The Supplier shall give due consideration and notify the Buyer of acceptance, variation or decline the requested change.

Supplier Obligations

The Supplier shall provide the Services with reasonable care and skill, in accordance with commercial practices, standards and all laws and regulations applicable.

The Supplier will only use confidential information to perform obligations under the Agreement. The Supplier will not cause or allow disclosure of information acquired whilst performing the Service to be disclosed, except where required by law, court order or any government body.

Incident Reporting

Where the Supplier becomes aware of any incidents of data loss or breach of confidentiality then they will alert the Buyer within one Business Day of identification of any potential or actual loss to enable the Buyer to consider what action is required in order to resolve the issue in accordance applicable Data Protection laws and guidance.

Requests for Information

Individuals can request information from the Buyer in accordance with the rights and provisions under the Freedom of Information Act 2000.

The Supplier agrees to provide reasonable and prompt assistance (within 5 Business Days of such a request for assistance) as is necessary for the Buyer to comply with a Freedom of Information Request or to log any relevant exemptions.

The responsibility for complying with a Freedom of Information Request falls to the Buyer.

Retention of Information

The Supplier shall process data in accordance with any statutory or regulatory requirements.

The Supplier shall ensure that any Data is returned to the Buyer or destroyed if the processing of data is no longer necessary for the purposes it was originally shared.

Supplier Limitations of Liability

The Supplier shall use reasonable endeavors to ensure the continuity of service throughout the period - including minimal downtime. However, the Supplier cannot be held responsible for downtimes beyond reasonable control.

The Buyer agrees that the Supplier is not liable for any action or omission in relation to third parties using the System.

Buyer Obligations

The Buyer agrees to hold in confidence and not to disclose or reveal to any person or entity any confidential Information, know how or commercial information acquired through this Agreement, which is not already in the public domain. The Buyer agrees not to copy or develop similar products either itself or through partners.

Confidentiality

The Buyer agrees to only disclose information relating to the Product to parties necessary for performance of the Purpose; and not use or exploit the confidential Information, know how or commercial information in any way except for the Purpose

Information disclosed or shared under this Agreement by the Buyer, shall remain the sole and exclusive property of the Buyer. No patent, copyright, trademark or other proprietary right is licensed, granted or otherwise transferred by the agreement or any disclosure hereunder, except for the right to use such information in accordance with the agreement. The parties acknowledge that confidential information, know how or commercial information disclosed or shared by the Buyer is the absolute property of Buyer. No rights, including, but not limited to, intellectual property rights, in respect of a party's confidential information, know how or commercial information are granted to the other party.

Non-Assignment and non-compete

The Buyer agrees it will not use the System to provide services to third parties unless explicitly agreed. The Buyer agrees not to transfer or sublicense, temporarily or permanently, any of its rights under this Contract.

The Supplier retains all ownership of Intellectual Property Rights in the System. This Contract does not confer any rights to or in the System beyond this Contract and the Buyer remains the sole licensor of the System. Information disclosed or shared during the Service shall remain the sole and exclusive property of GoodSAM. Should additional designs or features be

created for use of the Buyer, no Intellectual or other proprietary rights are to be conferred. The Buyer acknowledges that such creations are the sole property of the Supplier.

No patent, copyright, trademark or other proprietary right is licensed, granted or otherwise transferred or any disclosure hereunder. Except as otherwise agreed, no party may assign, sub-contract or deal in any way with, any of its rights or obligations under this Agreement or any document referred to in it.

During the term of this Contract and for twelve months after the term, the Buyer agrees not to create or assist any third party, to create a product or service which competes with the System.

Governing Law and Jurisdiction

The formation, existence, construction, performance, validity and all aspects whatsoever of this Agreement or of any term of this Agreement will be governed by the law of England and Wales.

The courts of England and Wales will have exclusive jurisdiction to settle any disputes which may arise out of or in connection with this Agreement. The parties irrevocably agree to submit to that jurisdiction.