

CultureBlox terms and conditions

SERVICES ORDER FORM

1. Customer details

The Customer is <INSERT ORGANISATION>, a company incorporated in England and Wales (registration number <INSERT REG NO>) having its registered office at <INSERT PLACE>.

2. Set Up Services

In order to build and implement <INSERT ORGANISATION> version of the CultureBlox Platform for a Go Live of <INSERT DATE>, at the domain <INSERT DOMAIN>, the following high level time table should be met (a more detailed project plan is available upon request): Agree Proposal: <INSERT DATE> Agree T&Cs: <INSERT DATE> Create local instance of CultureBlox: <INSERT DATE> Communication and Training Plan Complete: <INSERT DATE> GO LIVE: <INSERT DATE>

3. Specification of Hosted Services

Citizen Connect Ltd trading as Axia Digital will provide the platform and in order to do so will utilise the services of AMITO Ltd to host the platform on their UK based servers. The platform is accessed by <INSERT ORGANISATION> employees via the world wide web on any suitable and connected device, with each registered user set up on the platform via their unique email address and password.

4. Financial provisions

Initial fee

There may be an initial, one off build fee to set up the instance of the platform and to complete any local configuration as per the CultureBlox configuration template.

Payment is billed and to be paid in advance of work commencing.

User Licences

CultureBlox is based on an employee metric and is subject to a minimum 12 month subscription which would begin on the date of Go Live at <INSERT DATE>. A three month notice to terminate may be given subject to the minimum term.

Each employee licence is £<insert price> per annum. Payment is billed annually in advance based on estimated users. Any users over this threshold will be billed for monthly in arrears at the same employee licence rate.

The parties have indicated their acceptance of the Agreement by signing below.

SIGNED BY on, duly authorised for and on behalf of CultureBlox:

.....

SIGNED BYon, duly authorised for and
on behalf of the Customer:

.....

TERMS AND CONDITIONS

Please read these Terms and Conditions carefully. All contracts that the Provider may enter into from time to time for the provision of the Hosted Services and related services shall be governed by these Terms and Conditions, and the Provider will ask the Customer for the Customer's express written acceptance of these Terms and Conditions before providing any such services to the Customer.

1. Definitions

1.1 Except to the extent expressly provided otherwise, in these Terms and Conditions:

"Account" means an account enabling a person to access and use the Hosted Services, including both administrator accounts and user accounts;

"Affiliate" means an entity that Controls, is Controlled by, or is under common Control with the relevant entity;

"Agreement" means a contract between the parties incorporating these Terms and Conditions, and any amendments to that contract from time to time;

"Business Day" means any weekday other than a bank or public holiday in England;

"Business Hours" means the hours of 09:00 to 17:00 GMT/BST on a Business Day;

"Charges" means the following amounts:

- (a) the amounts specified in Section 4 of the Services Order Form;
- (b) such amounts as may be agreed in writing by the parties from time to time; and
- (c) amounts calculated by multiplying the Provider's standard time-based charging rates (as notified by the Provider to the Customer before the date of the Agreement) by the time spent by the Provider's personnel performing the Support Services (rounded down by the Provider to the nearest quarter hour);

"Control" means the legal power to control (directly or indirectly) the management of an entity (and **"Controlled"** should be construed accordingly);

"Customer" means the person or entity identified as such in Section 1 of the Services Order Form;

"Customer Confidential Information" means:

- (a) any information disclosed by or on behalf of the Customer to the Provider at any time before the termination of the Agreement (whether disclosed in writing, orally or otherwise) that at the time of disclosure:

- (i) was marked or described as "confidential"; or
- (ii) should have been reasonably understood by the Provider to be confidential; and

(b) the Customer Data;

"Customer Data" means all data, works and materials: uploaded to or stored on the Platform by the Customer; transmitted by the Platform at the instigation of the Customer; supplied by the Customer to the Provider for uploading to, transmission by or storage on the Platform; or generated by the Platform as a result of the use of the Hosted Services by the Customer (but excluding analytics data relating to the use of the Platform and server log files);

"Customer Personal Data" means any Personal Data that is processed by the Provider on behalf of the Customer in relation to the Agreement;

"Data Protection Laws" means all applicable laws relating to the processing of Personal Data including, while it is in force and applicable to Customer Personal Data, the General Data Protection Regulation (Regulation (EU) 2016/679);

"Documentation" means the documentation for the Hosted Services produced by the Provider and delivered or made available by the Provider to the Customer;

"Effective Date" means the date upon which the parties execute a hard-copy Services Order Form; or, following the Customer completing and submitting the online Services Order Form published by the Provider on the Provider's website, the date upon which the Provider sends to the Customer an order confirmation;

"Force Majeure Event" means an event, or a series of related events, that is outside the reasonable control of the party affected (including failures of the internet or any public telecommunications network, hacker attacks, denial of service attacks, virus or other malicious software attacks or infections, power failures, industrial disputes affecting any third party, changes to the law, disasters, explosions, fires, floods, riots, terrorist attacks and wars);

"Hosted Services" means access to the <INSERT ORGANISATION> version of the CultureBlox platform at<INSERT DOMAIN>, as specified in the Hosted Services Specification, which will be made available by the Provider to the Customer as a service via the internet in accordance with these Terms and Conditions;

"Hosted Services Defect" means a defect, error or bug in the Platform having a material adverse effect on the appearance, operation, functionality or performance of the Hosted Services, but excluding any defect, error or bug caused by or arising as a result of:

- (a) any act or omission of the Customer or any person authorised by the Customer to use the Platform or Hosted Services;

- (b) any use of the Platform or Hosted Services contrary to the Documentation, whether by the Customer or by any person authorised by the Customer;
- (c) a failure of the Customer to perform or observe any of its obligations in the Agreement; and/or
- (d) an incompatibility between the Platform or Hosted Services and any other system, network, application, program, hardware or software not specified as compatible in the Hosted Services Specification;

"Hosted Services Specification" means the specification for the Platform and Hosted Services set out in Section 3 of the Services Order Form and in the Documentation;

"Intellectual Property Rights" means all intellectual property rights wherever in the world, whether registrable or unregistrable, registered or unregistered, including any application or right of application for such rights (and these "intellectual property rights" include copyright and related rights, database rights, confidential information, trade secrets, know-how, business names, trade names, trade marks, service marks, passing off rights, unfair competition rights, patents, petty patents, utility models, semi-conductor topography rights and rights in designs);

"Maintenance Services" means the general maintenance of the Platform and Hosted Services, and the application of Updates and Upgrades;

"Personal Data" has the meaning given to it in the Data Protection Laws applicable in the United Kingdom from time to time;

"Platform" means the platform managed by the Provider and used by the Provider to provide the Hosted Services, including the application and database software for the Hosted Services, the system and server software used to provide the Hosted Services, and the computer hardware on which that application, database, system and server software is installed;

"Provider" means Citizen Connect Ltd trading as Axia Digital, a company incorporated in England and Wales (registration number 3464607) having its registered office at Unit 58, Batley Business Centre, Technology Drive, WF17 6ER;

"Services" means any services that the Provider provides to the Customer, or has an obligation to provide to the Customer, under these Terms and Conditions;

"Services Order Form" means an online order form published by the Provider and completed and submitted by the Customer, or a hard-copy order form signed or otherwise agreed by or on behalf of each party, in each case incorporating these Terms and Conditions by reference;

"Set Up Services" means the configuration, implementation and integration of the Hosted Services in accordance with Section 2 of the Services Order Form;

"Support Services" means support in relation to the use of, and the identification and resolution of errors in, the Hosted Services, but shall not include the provision of training services;

"Supported Web Browser" means the current release from time to time of Microsoft Edge, Mozilla Firefox, Google Chrome or Apple Safari, or any other web browser that the Provider agrees in writing shall be supported;

"Term" means the term of the Agreement, commencing in accordance with Clause 2.1 and ending in accordance with Clause 2.2;

"Terms and Conditions" means all the documentation containing the provisions of the Agreement, namely the Services Order Form, the main body of these Terms and Conditions and the Schedules, including any amendments to that documentation from time to time;

"Update" means a hotfix, patch or minor version update to any Platform software; and

"Upgrade" means a major version upgrade of any Platform software.

2. Term

- 2.1 The Agreement shall come into force upon the Effective Date.
- 2.2 The Agreement shall continue in force indefinitely, subject to termination in accordance with Clause 18.
- 2.3 Unless the parties expressly agree otherwise in writing, each Services Order Form shall create a distinct contract under these Terms and Conditions.

3. Set Up Services

- 3.1 The Provider shall provide the Set Up Services to the Customer.
- 3.2 The Provider shall use all reasonable endeavours to ensure that the Set Up Services are provided in accordance with the timetable set out in Section 2 of the Services Order Form.
- 3.3 The Customer acknowledges that a delay in the Customer performing its obligations in the Agreement may result in a delay in the performance of the Set Up Services; and subject to Clause 16.1 the Provider will not be liable to the Customer in respect of any failure to meet the Set Up Services timetable to the extent that that failure arises out of a delay in the Customer performing its obligations under these Terms and Conditions.
- 3.4 Subject to any written agreement of the parties to the contrary, any Intellectual Property Rights that may arise out of the performance of the Set Up Services by the Provider shall be the exclusive property of the Provider.

4. Hosted Services

- 4.1 The Provider shall create an Account for the Customer and shall provide to the Customer login details for that Account upon the completion of the Set Up Services.
- 4.2 The Provider hereby grants to the Customer a worldwide, non-exclusive licence to use the Hosted Services by means of a Supported Web Browser for the internal business purposes of the Customer in accordance with the Documentation during the Term.
- 4.3 The licence granted by the Provider to the Customer under Clause 4.2 is subject to the following limitations:
 - (a) the Hosted Services may only be used by the officers, employees, agents and subcontractors of either the Customer or an Affiliate of the Customer.
- 4.4 Except to the extent expressly permitted in these Terms and Conditions or required by law on a non-excludable basis, the licence granted by the Provider to the Customer under Clause 4.2 is subject to the following prohibitions:
 - (a) the Customer must not sub-license its right to access and use the Hosted Services;
 - (b) the Customer must not permit any unauthorised person to access or use the Hosted Services;
 - (c) the Customer must not use the Hosted Services to provide services to third parties;
 - (d) the Customer must not republish or redistribute any content or material from the Hosted Services;
 - (e) the Customer must not make any alteration to the Platform; and
 - (f) the Customer must not conduct or request that any other person conduct any load testing or penetration testing on the Platform or Hosted Services .
- 4.5 The Customer shall use reasonable endeavours, including reasonable security measures relating to administrator Account access details, to ensure that no unauthorised person may gain access to the Hosted Services using an administrator Account.
- 4.6 The parties acknowledge and agree that Schedule 2 (Availability SLA) shall govern the availability of the Hosted Services.
- 4.7 The Customer must comply with Schedule 1 (Acceptable Use Policy), and must ensure that all persons using the Hosted Services with the authority of the Customer or by means of an administrator Account comply with Schedule 1 (Acceptable Use Policy).

- 4.8 The Customer must not use the Hosted Services in any way that causes, or may cause, damage to the Hosted Services or Platform or impairment of the availability or accessibility of the Hosted Services.
- 4.9 The Customer must not use the Hosted Services:
- (a) in any way that is unlawful, illegal, fraudulent or harmful; or
 - (b) in connection with any unlawful, illegal, fraudulent or harmful purpose or activity.
- 4.10 For the avoidance of doubt, the Customer has no right to access the software code (including object code, intermediate code and source code) of the Platform, either during or after the Term.
- 4.11 The Provider may suspend the provision of the Hosted Services if any amount due to be paid by the Customer to the Provider under the Agreement is overdue, and the Provider has given to the Customer at least 30 days' written notice, following the amount becoming overdue, of its intention to suspend the Hosted Services on this basis.

5. Maintenance Services

- 5.1 The Provider shall provide the Maintenance Services to the Customer during the Term.
- 5.2 The Provider shall provide the Maintenance Services in accordance with the standards of skill and care reasonably expected from a leading service provider in the Provider's industry.
- 5.3 The Provider shall provide the Maintenance Services in accordance with Schedule 3 (Maintenance SLA).
- 5.4 The Provider may suspend the provision of the Maintenance Services if any amount due to be paid by the Customer to the Provider under the Agreement is overdue, and the Provider has given to the Customer at least 30 days' written notice, following the amount becoming overdue, of its intention to suspend the Maintenance Services on this basis.

6. Support Services

- 6.1 The Provider shall provide the Support Services to the Customer during the Term.
- 6.2 The Provider shall provide the Support Services in accordance with the standards of skill and care reasonably expected from a leading service provider in the Provider's industry.
- 6.3 The Provider shall provide the Support Services in accordance with Schedule 4 (Support SLA).
- 6.4 The Provider may suspend the provision of the Support Services if any amount due to be paid by the Customer to the Provider under the Agreement is overdue, and the Provider has given to the Customer at least 30 days'

written notice, following the amount becoming overdue, of its intention to suspend the Support Services on this basis.

7. Customer obligations

- 7.1 Save to the extent that the parties have agreed otherwise in writing, the Customer must provide to the Provider, or procure for the Provider, such:
- (a) co-operation, support and advice;
 - (b) information and documentation; and
 - (c) governmental, legal and regulatory licences, consents and permits,
- as are reasonably necessary to enable the Provider to perform its obligations under the Agreement.
- 7.2 The Customer must provide to the Provider, or procure for the Provider, such access to the Customer's computer hardware, software, networks and systems as may be reasonably required by the Provider to enable the Provider to perform its obligations under the Agreement.

8. Customer Data

- 8.1 The Customer hereby grants to the Provider a non-exclusive licence to copy, reproduce, store, distribute, publish, export, adapt, edit and translate the Customer Data to the extent reasonably required for the performance of the Provider's obligations and the exercise of the Provider's rights under the Agreement. The Customer also grants to the Provider the right to sub-license these rights to its hosting, connectivity and telecommunications service providers, subject to any express restrictions elsewhere in the Agreement.
- 8.2 The Customer warrants to the Provider that the Customer Data when used by the Provider in accordance with the Agreement will not infringe the Intellectual Property Rights or other legal rights of any person, and will not breach the provisions of any law, statute or regulation, in any jurisdiction and under any applicable law.
- 8.3 The Provider shall create a back-up copy of the Customer Data at least daily, shall ensure that each such copy is sufficient to enable the Provider to restore the Hosted Services to the state they were in at the time the back-up was taken, and shall retain and securely store each such copy for a minimum period of 30 days.
- 8.4 Within the period of 1 Business Day following receipt of a written request from the Customer, the Provider shall use all reasonable endeavours to restore to the Platform the Customer Data stored in any back-up copy created and stored by the Provider in accordance with Clause 8.3. The Customer acknowledges that this process will overwrite the Customer Data stored on the Platform prior to the restoration.

9. No assignment of Intellectual Property Rights

- 9.1 Nothing in these Terms and Conditions shall operate to assign or transfer any Intellectual Property Rights from the Provider to the Customer, or from the Customer to the Provider.

10. Charges

- 10.1 The Customer shall pay the Charges to the Provider in accordance with these Terms and Conditions.
- 10.2 If the Charges are based in whole or part upon the time spent by the Provider performing the Services, the Provider must obtain the Customer's written consent before performing Services that result in any estimate of time-based Charges given to the Customer being exceeded or any budget for time-based Charges agreed by the parties being exceeded; and unless the Customer agrees otherwise in writing, the Customer shall not be liable to pay to the Provider any Charges in respect of Services performed in breach of this Clause 10.2.
- 10.3 All amounts stated in or in relation to these Terms and Conditions are, unless the context requires otherwise, stated exclusive of any applicable value added taxes, which will be added to those amounts and payable by the Customer to the Provider.
- 10.4 The Provider may elect to vary any element of the Charges by giving to the Customer not less than 30 days' written notice of the variation

11. Payments

- 11.1 The Provider shall issue invoices for the Charges to the Customer on or after the invoicing dates set out in Section 4 of the Services Order Form.
- 11.2 The Customer must pay the Charges to the Provider within the period of 30 days following the issue of an invoice in accordance with this Clause 11.
- 11.3 The Customer must pay the Charges by direct debit or bank transfer (using such payment details as are notified by the Provider to the Customer from time to time).
- 11.4 If the Customer does not pay any amount properly due to the Provider under these Terms and Conditions, the Provider may:
- (a) charge the Customer interest on the overdue amount at the rate of 5% per annum above the Bank of England base rate from time to time (which interest will accrue daily until the date of actual payment and be compounded at the end of each calendar month); or
 - (b) claim interest and statutory compensation from the Customer pursuant to the Late Payment of Commercial Debts (Interest) Act 1998.

12. Provider's confidentiality obligations

- 12.1 The Provider must:
- (a) keep the Customer Confidential Information strictly confidential;

- (b) not disclose the Customer Confidential Information to any person without the Customer's prior written consent, and then only under conditions of confidentiality no less onerous than those contained in these Terms and Conditions;
- (c) use the same degree of care to protect the confidentiality of the Customer Confidential Information as the Provider uses to protect the Provider's own confidential information of a similar nature, being at least a reasonable degree of care;
- (d) act in good faith at all times in relation to the Customer Confidential Information; and
- (e) not use any of the Customer Confidential Information for any purpose other than delivering the services specified in the Services Order Form .

12.2 Notwithstanding Clause 12.1, the Provider may disclose the Customer Confidential Information to the Provider's officers, employees, professional advisers, insurers, agents and subcontractors who have a need to access the Customer Confidential Information for the performance of their work with respect to the Agreement and who are bound by a written agreement or professional obligation to protect the confidentiality of the Customer Confidential Information.

12.3 This Clause 12 imposes no obligations upon the Provider with respect to Customer Confidential Information that:

- (a) is known to the Provider before disclosure under these Terms and Conditions and is not subject to any other obligation of confidentiality;
- (b) is or becomes publicly known through no act or default of the Provider; or
- (c) is obtained by the Provider from a third party in circumstances where the Provider has no reason to believe that there has been a breach of an obligation of confidentiality.

12.4 The restrictions in this Clause 12 do not apply to the extent that any Customer Confidential Information is required to be disclosed by any law or regulation, by any judicial or governmental order or request, or pursuant to disclosure requirements relating to the listing of the stock of the Provider on any recognised stock exchange.

12.5 The provisions of this Clause 12 shall continue in force indefinitely following the termination of the Agreement.

13. Data protection

13.1 Each party shall comply with the Data Protection Laws with respect to the processing of the Customer Personal Data.

- 13.2 The Customer warrants to the Provider that it has the legal right to disclose all Personal Data that it does in fact disclose to the Provider under or in connection with the Agreement.
- 13.3 The Customer shall only supply to the Provider, and the Provider shall only process, in each case under or in relation to the Agreement:
- (a) the Personal Data of data subjects falling within the categories specified in Part 1 of Schedule 5 (Data processing information) (or such other categories as may be agreed by the parties in writing); and
 - (b) Personal Data of the types specified in Part 2 of Schedule 5 (Data processing information) (or such other types as may be agreed by the parties in writing).
- 13.4 The Provider shall only process the Customer Personal Data for the purposes specified in Part 3 of Schedule 5 (Data processing information).
- 13.5 The Provider shall only process the Customer Personal Data during the Term and for not more than 90 days following the end of the Term, subject to the other provisions of this Clause 13.
- 13.6 The Provider shall only process the Customer Personal Data on the documented instructions of the Customer (including with regard to transfers of the Customer Personal Data to any place outside the European Economic Area), as set out in these Terms and Conditions or any other document agreed by the parties in writing.
- 13.7 The Customer hereby authorises the Provider to make the following transfers of Customer Personal Data:
- (a) the Provider may transfer the Customer Personal Data internally to its own employees, offices and facilities in any provider delivery office;;
 - (b) the Provider may transfer the Customer Personal Data to its sub-processors in the jurisdictions identified in Part 4 of Schedule 5 (Data processing information), providing that such transfers must be protected by any appropriate safeguards identified therein; and
 - (c) the Provider may transfer the Customer Personal Data to a country, a territory or sector to the extent that the European Commission has decided that the country, territory or sector ensures an adequate level of protection for Personal Data.
- 13.8 The Provider shall promptly inform the Customer if, in the opinion of the Provider, an instruction of the Customer relating to the processing of the Customer Personal Data infringes the Data Protection Laws.
- 13.9 Notwithstanding any other provision of the Agreement, the Provider may process the Customer Personal Data if and to the extent that the Provider is required to do so by applicable law. In such a case, the Provider shall inform the Customer of the legal requirement before processing, unless that law prohibits such information.

- 13.10 The Provider shall ensure that persons authorised to process the Customer Personal Data have committed themselves to confidentiality or are under an appropriate statutory obligation of confidentiality.
- 13.11 The Provider and the Customer shall each implement appropriate technical and organisational measures to ensure an appropriate level of security for the Customer Personal Data, including those measures specified in REFERENCE TARGET REMOVED.
- 13.12 The Provider must not engage any third party to process the Customer Personal Data without the prior specific or general written authorisation of the Customer. In the case of a general written authorisation, the Provider shall inform the Customer at least 14 days in advance of any intended changes concerning the addition or replacement of any third party processor, and if the Customer objects to any such changes before their implementation, then the Customer may terminate the Agreement on 30 days' written notice to the Provider, providing that such notice must be given within the period of 30 days following the date that the Provider informed the Customer of the intended changes. The Provider shall ensure that each third party processor is subject to equivalent legal obligations as those imposed on the Provider by this Clause 13.
- 13.13 As at the Effective Date, the Provider is hereby authorised by the Customer to engage, as sub-processors with respect to Customer Personal Data, the third parties identified in Part 4 of Schedule 5 (Data processing information).
- 13.14 The Provider shall, insofar as possible and taking into account the nature of the processing, take appropriate technical and organisational measures to assist the Customer with the fulfilment of the Customer's obligation to respond to requests exercising a data subject's rights under the Data Protection Laws.
- 13.15 The Provider shall assist the Customer in ensuring compliance with the obligations relating to the security of processing of personal data, the notification of personal data breaches to the supervisory authority, the communication of personal data breaches to the data subject, data protection impact assessments and prior consultation in relation to high-risk processing under the Data Protection Laws. The Provider may charge the Customer at its standard time-based charging rates for any work performed by the Provider at the request of the Customer pursuant to this Clause 13.15.
- 13.16 The Provider must notify the Customer of any Personal Data breach affecting the Customer Personal Data without undue delay and, in any case, not later than 36 hours after the Provider becomes aware of the breach.
- 13.17 The Provider shall make available to the Customer all information necessary to demonstrate the compliance of the Provider with its obligations under this Clause 13 and the Data Protection Laws. The Provider may charge the Customer at its standard time-based charging rates for any work performed by the Provider at the request of the Customer pursuant to this Clause 13.17, providing that no such charges shall be levied with respect to the completion by the Provider (at the reasonable request of the Customer, not more than

once per calendar year) of the standard information security questionnaire of the Customer.

13.18 The Provider shall, at the choice of the Customer, delete or return all of the Customer Personal Data to the Customer after the provision of services relating to the processing, and shall delete existing copies save to the extent that applicable law requires storage of the relevant Personal Data.

13.19 The Provider shall allow for and contribute to audits, including inspections, conducted by the Customer or another auditor mandated by the Customer in respect of the compliance of the Provider's processing of Customer Personal Data with the Data Protection Laws and this Clause 13. The Provider may charge the Customer at its standard time-based charging rates for any work performed by the Provider at the request of the Customer pursuant to this Clause 13.19, providing that no such charges shall be levied where the request to perform the work arises out of any breach by the Provider of the Agreement or any security breach affecting the systems of the Provider.

13.20 If any changes or prospective changes to the Data Protection Laws result or will result in one or both parties not complying with the Data Protection Laws in relation to processing of Personal Data carried out under the Agreement, then the parties shall use their best endeavours promptly to agree such variations to the Agreement as may be necessary to remedy such non-compliance.

14. Warranties

14.1 The Provider warrants to the Customer that:

- (a) the Provider has the legal right and authority to enter into the Agreement and to perform its obligations under these Terms and Conditions;
- (b) the Provider will comply with all applicable legal and regulatory requirements applying to the exercise of the Provider's rights and the fulfilment of the Provider's obligations under these Terms and Conditions; and
- (c) the Provider has or has access to all necessary know-how, expertise and experience to perform its obligations under these Terms and Conditions.

14.2 The Provider warrants to the Customer that:

- (a) the Platform and Hosted Services will conform in all material respects with the Hosted Services Specification;
- (b) the Hosted Services will be free from Hosted Services Defects;
- (c) the application of Updates and Upgrades to the Platform by the Provider will not introduce any Hosted Services Defects into the Hosted Services;

- (d) the Platform will be free from viruses, worms, Trojan horses, ransomware, spyware, adware and other malicious software programs; and
 - (e) the Platform will incorporate security features reflecting the requirements of good industry practice.
- 14.3 The Provider warrants to the Customer that the Hosted Services, when used by the Customer in accordance with these Terms and Conditions, will not breach any laws, statutes or regulations applicable under English law.
- 14.4 The Provider warrants to the Customer that the Hosted Services, when used by the Customer in accordance with these Terms and Conditions, will not infringe the Intellectual Property Rights of any person in any jurisdiction and under any applicable law.
- 14.5 If the Provider reasonably determines, or any third party alleges, that the use of the Hosted Services by the Customer in accordance with these Terms and Conditions infringes any person's Intellectual Property Rights, the Provider may at its own cost and expense:
 - (a) modify the Hosted Services in such a way that they no longer infringe the relevant Intellectual Property Rights; or
 - (b) procure for the Customer the right to use the Hosted Services in accordance with these Terms and Conditions.
- 14.6 The Customer warrants to the Provider that it has the legal right and authority to enter into the Agreement and to perform its obligations under these Terms and Conditions.
- 14.7 All of the parties' warranties and representations in respect of the subject matter of the Agreement are expressly set out in these Terms and Conditions. To the maximum extent permitted by applicable law, no other warranties or representations concerning the subject matter of the Agreement will be implied into the Agreement or any related contract.

15. Acknowledgements and warranty limitations

- 15.1 The Customer acknowledges that complex software is never wholly free from defects, errors and bugs; and subject to the other provisions of these Terms and Conditions, the Provider gives no warranty or representation that the Hosted Services will be wholly free from defects, errors and bugs.
- 15.2 The Customer acknowledges that complex software is never entirely free from security vulnerabilities; and subject to the other provisions of these Terms and Conditions, the Provider gives no warranty or representation that the Hosted Services will be entirely secure.
- 15.3 The Customer acknowledges that the Hosted Services are designed to be compatible only with that software and those systems specified as compatible in the Hosted Services Specification; and the Provider does not warrant or

represent that the Hosted Services will be compatible with any other software or systems.

- 15.4 The Customer acknowledges that the Provider will not provide any legal, financial, accountancy or taxation advice under these Terms and Conditions or in relation to the Hosted Services; and, except to the extent expressly provided otherwise in these Terms and Conditions, the Provider does not warrant or represent that the Hosted Services or the use of the Hosted Services by the Customer will not give rise to any legal liability on the part of the Customer or any other person.

16. Limitations and exclusions of liability

- 16.1 Nothing in these Terms and Conditions will:

- (a) limit or exclude any liability for death or personal injury resulting from negligence;
- (b) limit or exclude any liability for fraud or fraudulent misrepresentation;
- (c) limit any liabilities in any way that is not permitted under applicable law; or
- (d) exclude any liabilities that may not be excluded under applicable law.

- 16.2 The limitations and exclusions of liability set out in this Clause 16 and elsewhere in these Terms and Conditions:

- (a) are subject to Clause 16.1; and
- (b) govern all liabilities arising under these Terms and Conditions or relating to the subject matter of these Terms and Conditions, including liabilities arising in contract, in tort (including negligence) and for breach of statutory duty, except to the extent expressly provided otherwise in these Terms and Conditions.

- 16.3 The Provider shall not be liable to the Customer in respect of any losses arising out of a Force Majeure Event.

- 16.4 The Provider shall not be liable to the Customer in respect of any loss of profits or anticipated savings.

- 16.5 The Provider shall not be liable to the Customer in respect of any loss of revenue or income.

- 16.6 The Provider shall not be liable to the Customer in respect of any loss of use or production.

- 16.7 The Provider shall not be liable to the Customer in respect of any loss of business, contracts or opportunities.

- 16.8 The Provider shall not be liable to the Customer in respect of any loss or corruption of any data, database or software; providing that this Clause 16.8

shall not protect the Provider unless the Provider has fully complied with its obligations under Clause 8.3 and Clause 8.4.

- 16.9 The Provider shall not be liable to the Customer in respect of any special, indirect or consequential loss or damage.

17. Force Majeure Event

- 17.1 If a Force Majeure Event gives rise to a failure or delay in either party performing any obligation under the Agreement (other than any obligation to make a payment), that obligation will be suspended for the duration of the Force Majeure Event.
- 17.2 A party that becomes aware of a Force Majeure Event which gives rise to, or which is likely to give rise to, any failure or delay in that party performing any obligation under the Agreement, must:
- (a) promptly notify the other; and
 - (b) inform the other of the period for which it is estimated that such failure or delay will continue.
- 17.3 A party whose performance of its obligations under the Agreement is affected by a Force Majeure Event must take reasonable steps to mitigate the effects of the Force Majeure Event.

18. Termination

- 18.1 The Provider may terminate the Agreement by giving to the Customer not less than 30 days' written notice of termination, expiring at the end of any calendar month. The Customer may terminate the Agreement by giving to the Provider once the minimum term has completed, not less than 90 days' written notice of termination.
- 18.2 Either party may terminate the Agreement immediately by giving written notice of termination to the other party if:
- (a) the other party commits any material breach of the Agreement, and the breach is not remediable;
 - (b) the other party commits a material breach of the Agreement, and the breach is remediable but the other party fails to remedy the breach within the period of 30 days following the giving of a written notice to the other party requiring the breach to be remedied; or
 - (c) the other party persistently breaches the Agreement (irrespective of whether such breaches collectively constitute a material breach).
- 18.3 Either party may terminate the Agreement immediately by giving written notice of termination to the other party if:
- (a) the other party:
 - (i) is dissolved;

- (ii) ceases to conduct all (or substantially all) of its business;
 - (iii) is or becomes unable to pay its debts as they fall due;
 - (iv) is or becomes insolvent or is declared insolvent; or
 - (v) convenes a meeting or makes or proposes to make any arrangement or composition with its creditors;
- (b) an administrator, administrative receiver, liquidator, receiver, trustee, manager or similar is appointed over any of the assets of the other party;
- (c) an order is made for the winding up of the other party, or the other party passes a resolution for its winding up (other than for the purpose of a solvent company reorganisation where the resulting entity will assume all the obligations of the other party under the Agreement); or
- (d) if that other party is an individual:
- (i) that other party dies;
 - (ii) as a result of illness or incapacity, that other party becomes incapable of managing his or her own affairs; or
 - (iii) that other party is the subject of a bankruptcy petition or order.

18.4 The Provider may terminate the Agreement immediately by giving written notice to the Customer if:

- (a) any amount due to be paid by the Customer to the Provider under the Agreement is unpaid by the due date and remains unpaid upon the date that that written notice of termination is given; and
- (b) the Provider has given to the Customer at least 30 days' written notice, following the failure to pay, of its intention to terminate the Agreement in accordance with this Clause 18.4.

19. Effects of termination

19.1 Upon the termination of the Agreement, all of the provisions of these Terms and Conditions shall cease to have effect, save that the following provisions of these Terms and Conditions shall survive and continue to have effect (in accordance with their express terms or otherwise indefinitely): Clauses 1, 4.10, 11.2, 11.4, 12, 13.1, 13.3, 13.4, 13.5, 13.6, 13.7, 13.8, 13.9, 13.10, 13.11, 13.12, 13.13, 13.14, 13.15, 13.16, 13.17, 13.18, 13.19, 13.20, 16, 19, 22.1, 22.2, 23, 24 and 25.

19.2 Except to the extent that these Terms and Conditions expressly provides otherwise, the termination of the Agreement shall not affect the accrued rights of either party.

19.3 Within 30 days following the termination of the Agreement for any reason:

- (a) the Customer must pay to the Provider any Charges in respect of Services provided to the Customer before the termination of the Agreement; and
- (b) the Provider must refund to the Customer any Charges paid by the Customer to the Provider in respect of Services that were to be provided to the Customer after the termination of the Agreement,

without prejudice to the parties' other legal rights.

20. Notices

20.1 Any notice from one party to the other party under these Terms and Conditions must be given by one of the following methods (using the relevant contact details set out in Clause 20.2):

- (a) delivered personally or sent by courier, in which case the notice shall be deemed to be received upon delivery; or
- (b) sent by recorded signed-for post, in which case the notice shall be deemed to be received 2 Business Days following posting,

providing that, if the stated time of deemed receipt is not within Business Hours, then the time of deemed receipt shall be when Business Hours next begin after the stated time.

20.2 The Provider's contact details for notices under this Clause 20 are as follows:
[contact details].

20.3 The addressee and contact details set out in Clause 20.2 may be updated from time to time by a party giving written notice of the update to the other party in accordance with this Clause 20.

21. Subcontracting

21.1 Subject to any express restrictions elsewhere in these Terms and Conditions, the Provider may subcontract any of its obligations under the Agreement.

21.2 The Provider shall remain responsible to the Customer for the performance of any subcontracted obligations.

21.3 Notwithstanding the provisions of this Clause 21 but subject to any other provision of these Terms and Conditions, the Customer acknowledges and agrees that the Provider may subcontract to any reputable third party hosting business the hosting of the Platform and the provision of services in relation to the support and maintenance of elements of the Platform.

22. Variation

22.1 The Agreement may not be varied except in accordance with this Clause 22.

22.2 The Agreement may be varied by means of a written document signed by or on behalf of each party.

- 22.3 The Provider may vary the Agreement by giving to the Customer at least 30 days' written notice of the proposed variation, providing that if the Provider gives to the Customer a notice under this Clause 22.3, the Customer shall have the right to terminate the Agreement by giving written notice of termination to the Provider at any time during the period of 14 days following receipt of the Provider's notice.

23. Entire agreement

- 23.1 The Services Order Form, the main body of these Terms and Conditions and the Schedules shall constitute the entire agreement between the parties in relation to the subject matter of the Agreement, and shall supersede all previous agreements, arrangements and understandings between the parties in respect of that subject matter.
- 23.2 Neither party will have any remedy in respect of any misrepresentation (whether written or oral) made to it upon which it relied in entering into the Agreement.
- 23.3 The provisions of this Clause 23 are subject to Clause 16.1.

24. Law and jurisdiction

- 24.1 These Terms and Conditions shall be governed by and construed in accordance with English law.
- 24.2 Any disputes relating to the Agreement shall be subject to the non-exclusive jurisdiction of the courts of England.

25. Interpretation

- 25.1 In these Terms and Conditions, a reference to a statute or statutory provision includes a reference to:
- (a) that statute or statutory provision as modified, consolidated and/or re-enacted from time to time; and
 - (b) any subordinate legislation made under that statute or statutory provision.
- 25.2 The Clause headings do not affect the interpretation of these Terms and Conditions.
- 25.3 References in these Terms and Conditions to "calendar months" are to the 12 named periods (January, February and so on) into which a year is divided.
- 25.4 In these Terms and Conditions, general words shall not be given a restrictive interpretation by reason of being preceded or followed by words indicating a particular class of acts, matters or things.

SCHEDULE 1 (ACCEPTABLE USE POLICY)

1. Introduction

- 1.1 This acceptable use policy (the "**Policy**") sets out the rules governing:
- (a) the use of the website at , any successor website, and the services available on that website or any successor website (the "**Services**"); and
 - (b) the transmission, storage and processing of content by you, or by any person on your behalf, using the Services ("**Content**").
- 1.2 References in this Policy to "you" are to any customer for the Services and any individual user of the Services (and "your" should be construed accordingly); and references in this Policy to "us" are to CultureBlox (and "we" and "our" should be construed accordingly).
- 1.3 By using the Services, you agree to the rules set out in this Policy.
- 1.4 We will ask for your express agreement to the terms of this Policy before you upload or submit any Content or otherwise use the Services.

2. General usage rules

- 2.1 You must not use the Services in any way that causes, or may cause, damage to the Services or impairment of the availability or accessibility of the Services.
- 2.2 You must not use the Services:
- (a) in any way that is unlawful, illegal, fraudulent, deceptive or harmful; or
 - (b) in connection with any unlawful, illegal, fraudulent, deceptive or harmful purpose or activity.
- 2.3 You must ensure that all Content complies with the provisions of this Policy.

3. Unlawful Content

- 3.1 Content must not be illegal or unlawful, must not infringe any person's legal rights, and must not be capable of giving rise to legal action against any person (in each case in any jurisdiction and under any applicable law).
- 3.2 You must ensure that Content is not and has never been the subject of any threatened or actual legal proceedings or other similar complaint.

4. Monitoring

- 4.1 You acknowledge that we may actively monitor the Content and the use of the Services.

5. Data mining

- 5.1 You must not conduct any systematic or automated data scraping, data mining, data extraction or data harvesting, or other systematic or automated data collection activity, by means of or in relation to the Services.

6. Hyperlinks

- 6.1 You must not link to any material using or by means of the Services that would, if it were made available through the Services, breach the provisions of this Policy.

SCHEDULE 2 (AVAILABILITY SLA)

1. Introduction to availability SLA

- 1.1 This Schedule 2 sets out the Provider's availability commitments relating to the Hosted Services.
- 1.2 In this Schedule 2, "uptime" means the percentage of time during a given period when the Hosted Services are available at the gateway between public internet and the network of the hosting services provider for the Hosted Services.

2. Availability

- 2.1 The Provider shall use reasonable endeavours to ensure that the uptime for the Hosted Services is at least 99.9% during each calendar month.
- 2.2 The Provider shall be responsible for measuring uptime, and shall do so using any reasonable methodology.

3. Exceptions

- 3.1 Downtime caused directly or indirectly by any of the following shall not be considered when calculating whether the Provider has met the uptime guarantee given in Paragraph 2.1:
 - (a) a Force Majeure Event;
 - (b) a fault or failure of the internet or any public telecommunications network;
 - (c) a fault or failure of the Provider's hosting infrastructure services provider, unless such fault or failure constitutes an actionable breach of the contract between the Provider and that company;
 - (d) a fault or failure of the Customer's computer systems or networks;
 - (e) any breach by the Customer of the Agreement; or
 - (f) scheduled maintenance carried out in accordance with the Agreement.

SCHEDULE 3 (MAINTENANCE SLA)

1. Introduction

- 1.1 This Schedule 3 sets out the service levels applicable to the Maintenance Services.

2. Scheduled Maintenance Services

- 2.1 The Provider shall where practicable give to the Customer at least 10 Business Days' prior written notice of scheduled Maintenance Services that are likely to affect the availability of the Hosted Services or are likely to have a material negative impact upon the Hosted Services, without prejudice to the Provider's other notice obligations under this Schedule 3.
- 2.2 The Provider shall provide all scheduled Maintenance Services outside Business Hours.

3. Updates

- 3.1 The Provider shall give to the Customer written notice of the application of any security Update to the Platform and at least 10 Business Days' prior written notice of the application of any non-security Update to the Platform.
- 3.2 The Provider shall apply Updates to the Platform as follows:
 - (a) third party security Updates shall be applied to the Platform promptly following release by the relevant third party, providing that the Provider may acting reasonably decide not to apply any particular third party security Update;
 - (b) the Provider's security Updates shall be applied to the Platform promptly following the identification of the relevant security risk and the completion of the testing of the relevant Update; and
 - (c) other Updates shall be applied to the Platform in accordance with any timetable notified by the Provider to the Customer or agreed by the parties from time to time.

4. Upgrades

- 4.1 The Provider shall give to the Customer at least 10 Business Days' prior written notice of the application of an Upgrade to the Platform that will directly impact on the customer's site or user experience.
- 4.2 The Provider shall apply each Upgrade to the Platform within any period notified by the Provider to the Customer.

SCHEDULE 4 (SUPPORT SLA)

1. Introduction

- 1.1 This Schedule 4 sets out the service levels applicable to the Support Services.

2. Helpdesk

- 2.1 The Provider shall make available to the Customer a helpdesk in accordance with the provisions of this Schedule 4.
- 2.2 The Customer may use the helpdesk for the purposes of requesting and, where applicable, receiving the Support Services; and the Customer must not use the helpdesk for any other purpose.
- 2.3 The Customer shall ensure that contact with the Provider helpdesk occurs after a Customer officer has provided first line support to the end user with regards to the issue they are encountering, such that it is deemed a Provider issue and not a Customer issue.
- 2.4 The Provider shall ensure that the helpdesk is accessible by telephone and email.
- 2.5 The Provider shall ensure that the helpdesk is operational and adequately staffed during Business Hours during the Term. In addition, the Provider shall provide a mechanism for the Customer to report critical issues outside of Business Hours.
- 2.6 The Customer shall ensure that all requests for Support Services that it may make from time to time shall be made through the helpdesk.

3. Response and resolution

- 3.1 Issues raised through the Support Services shall be categorised as follows:
- (a) critical: the Hosted Services are inoperable or a core function of the Hosted Services is unavailable;
 - (b) serious: a core function of the Hosted Services is significantly impaired;
 - (c) moderate: a core function of the Hosted Services is impaired, where the impairment does not constitute a serious issue; or a non-core function of the Hosted Services is significantly impaired; and
 - (d) minor: any impairment of the Hosted Services not falling into the above categories; and any cosmetic issue affecting the Hosted Services.
- 3.2 The Provider shall determine, acting reasonably, into which severity category an issue falls.
- 3.3 The Provider shall use all reasonable endeavours to respond to requests for Support Services promptly, and in any case in accordance with the following time periods:
- (a) critical: 1 Business Hour;

- (b) serious: 4 Business Hours;
- (c) moderate: 1 Business Day; and
- (d) minor: 5 Business Days.

3.4 The Provider shall ensure that its response to a request for Support Services shall include the following information (to the extent such information is relevant to the request): an acknowledgement of receipt of the request, where practicable an initial diagnosis in relation to any reported error, and an anticipated timetable for action in relation to the request.

3.5 The Provider shall use all reasonable endeavours to resolve issues raised through the Support Services promptly, and in any case in accordance with the following time periods:

- (a) critical: 2 Business Hours;
- (b) serious: 8 Business Hours;
- (c) moderate: 4 Business Days; and
- (d) minor: 10 Business Days.

4. Provision of Support Services

4.1 The Support Services shall be provided remotely, save to the extent that the parties agree otherwise in writing.

5. Limitations on Support Services

5.1 The Provider shall have no obligation to provide Support Services in respect of any issue caused by:

- (a) the improper use of the Hosted Services by the Customer; or
- (b) any alteration to the Hosted Services made without the prior consent of the Provider.

SCHEDULE 5 (DATA PROCESSING INFORMATION)

1. Categories of data subject

Employees of the customer and any third parties which an employee of the customer adds to their CultureBlox network as a provider of feedback

2. Types of Personal Data

Standard data sets are: Name; Age (within a range); Gender. Others may be added at the customer's request.

3. Purposes of processing

For the use of the YSP platform by each user, by the customer, and by Citizen Connect Ltd for anonymous benchmarking.

4. Sub-processors of Personal Data

AMITO Ltd.