

FIBRECRM LIMITED STANDARD TERMS

Operative Provisions:

1. Interpretation

1.1 Terms shown in bold on the Contract Front Sheet are defined terms and, in addition, the definitions and rules of interpretation in this clause apply in this agreement.

Acceptance Tests	shall have the meaning given to it under clause 2.4.
Agreement	means the Contract Front Sheet and Standard Terms including any Schedules.
Authorised Users	those employees, agents and independent contractors of the Customer who are authorised by the Customer to use the Services and the Documentation, as further described in clause 3.
Back Up Policy:	shall be the policy set out in the Contract Front Sheet or otherwise updated by the Supplier at its sole discretion from time to time.
Business Day	a day other than a Saturday, Sunday or public holiday in England when banks in London are open for business.
Change of Control	the beneficial ownership of more than 50% of the issued share capital of a company or the legal power to direct or cause the direction of the general management of the company, and controls , controlled and the expression change of control shall be interpreted accordingly.
Confidential Information	information that is proprietary or confidential and is either clearly labelled as such or identified as Confidential Information in clause 15.1.
Controller, Processor, Data Subject, Personal Data, Personal Data Breach, processing and appropriate technical and organisational measures	as defined in the Data Protection Legislation.
Customer Data	the data inputted by the Customer, Authorised Users, or the Supplier on the Customer's behalf for the purpose of using the Services or facilitating the Customer's use of the Services.
Data Protection Legislation	all applicable data protection and privacy legislation in force from time to time in the UK including the UK GDPR; the Data Protection Act 2018 (DPA 2018) (and regulations made thereunder) and the Privacy and Electronic Communications Regulations 2003 (SI 2003/2426) as amended and all other legislation and regulatory requirements in force from time to time which apply to a party relating to the use of Personal Data (including, without limitation, the privacy of electronic communications);
Designated Platform(s)	shall have the meaning given to it at clause 2.6
Documentation	the document made available to the Customer by the Supplier online via https://support.fibrecrm.com/ or such other web address notified by the Supplier to the Customer from time to time which sets out a description of the Services and the user instructions for the Services.
Domestic Law	the law of the United Kingdom or a part of the United Kingdom.
Effective Date	the date of this agreement.
EU GDPR	the General Data Protection Regulation ((EU) 2016/679).
EU Law	the law of the European Union or any member state of the European Union.
Getting Started Training	as defined in the Contract Front Sheet.
Initial Subscription Term	the initial term of this agreement as set out in the Contract Front Sheet.
Intellectual Property Rights	patents, rights to inventions, copyright and related rights, trade marks, business names and domain names, rights in get-up, goodwill and the right to sue for passing off, rights in designs, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how) and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim

FIBRECRM LIMITED STANDARD TERMS

	priority from, 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.
Normal Business Hours	9.00 am to 5.30 pm local UK time, each Business Day.
Renewal Period	the period described in clause 19.1.
Services	the subscription services, access to Templates and Set up Services provided by the Supplier to the Customer under this agreement via a customer URL supplied by the Supplier or any other website notified to the Customer by the Supplier from time to time, as more particularly described in the Documentation.
Set-up Services	the process of integrating the Software with the Customer's systems and processes in accordance with the Contract Front Sheet.
Software	the online software applications provided by the Supplier as part of the Services, comprising Open Source Software and Supplier Software.
Open Source Software	the products subject to open-source licences listed in Schedule 2
Representatives	means, in relation to a party, its employees, officers, contractors, subcontractors, representatives and advisers.
Subscription Fees	the subscription fees payable by the Customer to the Supplier for the User Subscriptions, as set out in the Contract Front Sheet.
Subscription Term	has the meaning given in clause 19.1 (being the Initial Subscription Term together with any subsequent Renewal Periods).
Supplier Software	online software applications proprietary to the Supplier, or lawfully licenced to the Supplier, provided by the Supplier to the Customer as part of the Service excluding Open Source Software.
Support Services Policy	the Supplier's policy for providing support in relation to the Services made available at Schedule 3 and reasonably updated by the Supplier at its discretion from time to time.
Templates	shall be the templates set out in the Contract Front Sheet to be provided to the Customer in accordance with clause 8.
UK GDPR	has the meaning given to it in section 3(10) (as supplemented by section 205(4)) of the Data Protection Act 2018.
User Subscriptions	the user subscriptions purchased by the Customer pursuant to clause 13.1 which entitle Authorised Users to access and use the Services and the Documentation in accordance with this agreement.
Virus	any thing or device (including any software, code, file or programme) which may: prevent, impair or otherwise adversely affect the operation of any computer software, hardware or network, any telecommunications service, equipment or network or any other service or device; prevent, impair or otherwise adversely affect access to or the operation of any programme or data, including the reliability of any programme or data (whether by re-arranging, altering or erasing the programme or data in whole or part or otherwise); or adversely affect the user experience, including worms, trojan horses, viruses and other similar things or devices.

- 1.2 Clause, schedule and paragraph headings shall not affect the interpretation of this agreement.
- 1.3 A person includes an individual, corporate or unincorporated body (whether or not having separate legal personality) and that person's legal and personal representatives, successors or permitted assigns.
- 1.4 A reference to a company shall include any company, corporation or other body corporate, wherever and however incorporated or established.
- 1.5 Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.
- 1.6 Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.
- 1.7 A reference to a statute or statutory provision is a reference to it as it is in force as at the date of this agreement.
- 1.8 A reference to a statute or statutory provision shall include all subordinate legislation made as at the date of this agreement under that statute or statutory provision.
- 1.9 A reference to **writing** or **written** includes email and excludes fax or any form of social media platform.

FIBRECRM LIMITED STANDARD TERMS

1.10 References to clauses and schedules are to the clauses and schedules of this agreement; references to paragraphs are to paragraphs of the relevant schedule to this agreement.

1.11 If there is an inconsistency between any parts of the Agreement, the order of precedence is:

- (a) Special Condition set out in the Contract Front Sheet; then
- (b) Contract Front Sheet; then
- (c) Standard Terms; then
- (d) the Schedules.

2. Set up Services

2.1 If specified in the Contract Front Sheet, the Supplier shall perform the Set-up Services in accordance with the timetable set out in the Contract Front Sheet. The Supplier will use reasonable endeavours to meet the performance dates set out, but any such dates shall be estimates only, and time shall not be of the essence in this Agreement.

2.2 Where the Supplier is providing Set-up Services and should the Supplier so require, the Customer must enable the Supplier to remotely access the Customer's systems, information and data in order to be able to perform the Set-up Services. Where the Customer does not comply with this clause, the Supplier cannot be held liable for any failure to perform and/or delay to the Set-up Services.

2.3 The Supplier reserves the right to charge for the Set-up Services and such charge may be set out in the Service Summary.

2.4 After the Software has been installed and the Customer's data has been loaded, the Supplier shall undergo standard tests to ensure that the Software is in full working order and the Customer shall conduct such other tests as it deems necessary (the "Acceptance Tests"). In addition, the Customer shall carry out a validation of any data that has been converted with the assistance of the Supplier.

2.5 Once the Customer verifies that the Software has successfully passed the Acceptance Tests, or on the passing of one calendar month without Acceptance, and the Customer has, or will be deemed to have, accepted the Software.

2.6 Where the Customer is self-hosting the Software (as indicated in the Contract Front Sheet), the Supplier shall conduct a detailed requirements and design exercise (either remotely or in person, however so determined by the Supplier in its sole discretion) to determine the compatibility of the Customer's operating environment, hardware and operating system(s) (the "Designated Platform(s)") with the Services. The Supplier shall not be liable for any delays in supplying the Software caused by the Designated Platforms. The Supplier reserves the right to invoice the Customer for any additional expenses reasonably incurred by the Supplier as a result of such delays.

2.7 Where hosting shall be supplied by the Supplier (as indicated in the Contract Front Sheet), hosting shall be subject to the service levels set out by Amazon Web Services from time to time. The Supplier reserves the right to change provider of any hosting services.

3. User subscriptions for Supplier Software

3.1 Subject to the Customer purchasing the User Subscriptions in accordance with clause 4.3 and clause 13.1, the restrictions set out in this clause 3 and the other terms and conditions of this agreement, the Supplier hereby grants to the Customer a non-exclusive, non-transferable right and licence, without the right to grant sublicences, to:

- (a) permit the Authorised Users to use the Supplier Software and the Documentation relating to Supplier Software; and
- (b) where indicated on the Contract Front Sheet, deploy the Supplier Software to any Designated Platform for self-hosting purposes,

during the Subscription Term solely for the Customer's internal business operations.

3.2 The Supplier shall issue log-in credentials to the Project Manager to enable the Project Manager to set up the relevant administrator and Authorised User accounts.

3.3 In relation to the Authorised Users, the Customer undertakes that:

- (a) the maximum number of Authorised Users that it authorises to access and use the Services and the Documentation shall not exceed the number of User Subscriptions it has purchased from time to time;
- (b) it will not allow or suffer any User Subscription to be used by more than one individual Authorised User unless it has been reassigned in its entirety to another individual Authorised User, in which case the prior Authorised User shall no longer have any right to access or use the Services and/or Documentation; and
- (c) where applicable, each Authorised User shall keep a secure password for their use of the Services and Documentation and that each Authorised User shall keep their password confidential, except in the case of a single-sign in where the Authorised User shall be permitted to share credentials with other Authorised Users.

3.4 The Customer shall not access, store, distribute or transmit any Viruses, or any material during the course of its use of the Services that:

FIBRECRM LIMITED STANDARD TERMS

- (a) is unlawful, harmful, threatening, defamatory, obscene, infringing, harassing or racially or ethnically offensive;
- (b) facilitates illegal activity;
- (c) depicts sexually explicit images;
- (d) promotes unlawful violence;
- (e) is discriminatory based on race, gender, colour, religious belief, sexual orientation, disability; or
- (f) is otherwise illegal or causes damage or injury to any person or property;

and the Supplier reserves the right, without liability or prejudice to its other rights to the Customer, to disable the Customer's access to any material that breaches the provisions of this clause.

3.5 The Customer shall not:

- (a) except as may be allowed by any applicable law which is incapable of exclusion by agreement between the parties and except to the extent expressly permitted under this agreement:
 - (i) attempt to copy, modify, duplicate, create derivative works from, frame, mirror, republish, download, display, transmit, or distribute all or any portion of the Supplier Software and/or Documentation (as applicable) in any form or media or by any means;
 - (ii) not develop interfaces to and or database applications that integrate with the Supplier Software; without the Supplier's written consent or
 - (iii) attempt to de-compile, reverse compile, disassemble, reverse engineer or otherwise reduce to human-perceivable form all or any part of the Supplier Software; or
- (b) access all or any part of the Services (excluding Open Source Software) and Documentation in order to build a product or service which competes with the Service and/or the Documentation; or
- (c) use the Services (excluding Open Source Software) and/or Documentation to provide services to third parties; or
- (d) subject to clause 26.1, license, sell, rent, lease, transfer, assign, distribute, display, disclose, or otherwise commercially exploit, or otherwise make the Services (excluding Open Source Software) and/or Documentation available to any third party except the Authorised Users, or
- (e) attempt to obtain, or assist third parties in obtaining, access to the Service (excluding Open Source Software) and/or Documentation, other than as provided under this clause 3;
- (f) introduce, or permit the introduction of, any Virus into the Supplier's network and information systems; or
- (g) access the Supplier Software by any means other than through the interfaces that are provided or approved by the Supplier.

3.6 The Customer shall use all reasonable endeavours to prevent any unauthorised access to, or use of, the Services and/or the Documentation and, in the event of any such unauthorised access or use, promptly notify the Supplier.

3.7 The rights provided under this clause 3 are granted to the Customer only, and shall not be considered granted to any subsidiary or holding company of the Customer.

4. Additional user subscriptions for Supplier Software

4.1 Subject to clause 4.2 and clause 4.3, the Customer may, from time to time during any Subscription Term, purchase additional User Subscriptions in excess of the number set out in the Contract Front Sheet and the Supplier shall grant access to the Services and the Documentation to such additional Authorised Users in accordance with the provisions of this agreement.

4.2 If the Customer wishes to purchase additional User Subscriptions, the Customer shall notify the Supplier in writing. The Supplier shall evaluate such request for additional User Subscriptions and respond to the Customer with approval or rejection of the request. Where the Supplier approves the request, the Supplier shall activate the additional User Subscriptions within 7 days of its approval of the Customer's request.

4.3 If the Supplier approves the Customer's request to purchase additional User Subscriptions, the Customer shall, within 14 days of the date of the Supplier's invoice, pay to the Supplier the relevant fees for such additional User Subscriptions as set out in the Contract Front Sheet and, if such additional User Subscriptions are purchased by the Customer part way through the Initial Subscription Term or any Renewal Period (as applicable), such fees shall be pro-rated from the date of activation by the Supplier for the remainder of the Initial Subscription Term or then current Renewal Period (as applicable).

5. Audits

5.1 The Supplier shall be permitted to conduct digital audits of the Customer's use of the Software including, but not limited to the number of actual users compared to the number of subscriptions purchased by the Customer, at any time it determines necessary.

5.2 If any of the audits referred to in clause 5.1 reveal that the Customer has underpaid Subscription Fees to the Supplier, then without prejudice to the Supplier's other rights, the Customer shall pay to the Supplier an

FIBRECRM LIMITED STANDARD TERMS

amount equal to such underpayment as calculated in accordance with the prices set out in the Contract Front Sheet within [10] Business Days of the date of the relevant audit.

- 5.3 If any audits referred to in clause 5.1 reveal that the Customer has permitted users who are not Authorised Users to access the Software, the Customer shall pay to the Supplier an amount reflecting the loss suffered by the Supplier as a result of this unauthorised access and may, at its sole discretion, immediately terminate this agreement.

6. Distribution of Open Source Software

- 6.1 Where made available by the Supplier, Open Source Software is made available to the Customer "as is" and on the terms of the licence described in the Contract Front Sheet and the additional terms relating to the Open Source Software, permitted by the licence described in the Contract Front Sheet, set out in this clause 5.
- 6.2 The Supplier makes no representation, warranty or commitment and shall have no liability or obligation whatsoever in relation to the Customer's use of the Open Source Software and other third-party products.
- 6.3 The Customer warrants that it has obtained all necessary consents, approvals and licenses for the use of any Open Source Software and undertakes to comply with the same throughout the Subscription Term.
- 6.4 Any support or assistance provided by the Supplier in connection with any Open-Source Software or other third-party product shall be entirely at the Customer's risk and the Supplier shall have no liability to the Customer with respect to such support or assistance.

7. Services

- 7.1 The Supplier shall, during the Subscription Term, provide the Services and make available the Documentation to the Customer on and subject to the terms of this agreement.
- 7.2 All services provided will be carried out remotely. Where a visit to Customer premises is required in the opinion of the Supplier, the Supplier reserves the right to charge a reasonable additional fee for the attendance.
- 7.3 For the avoidance of doubt, any and all timescales provided in the Contract Front Sheet are estimates and shall not be of the essence.
- 7.4 The Supplier shall use commercially reasonable endeavours to conduct planned maintenance to the Software outside Normal Business Hours. This shall not apply to unplanned maintenance of the Software.
- 7.5 The Supplier will, as part of the Services and at no additional cost to the Customer, provide the Customer with the Supplier's standard customer support services during Normal Business Hours in accordance with the Supplier's Support Services Policy in effect at the time that the Services are provided. The Supplier may amend the Support Services Policy in its sole and absolute discretion from time to time. The Customer may purchase enhanced support services or support outside of Normal Business Hours separately at the Supplier's then current rates.
- 7.6 The Supplier will, as part of the Services and at no additional cost to the Customer, provide the Getting Started Training to the Customer and its Authorised Users during Normal Business Hours. The Customer may purchase enhanced or additional training separately at the Supplier's then current rates.
- 7.7 The Supplier will configure and, where necessary, modify the Services to meet the Customer's requirements set out in any written specification agreed between the Customer and the Supplier and/or set out in the Contract Front Sheet. The Customer may request additional consulting, modifications to Supplier Software and configuration services from the Supplier using the Change Control Procedure under clause 16.
- 7.8 When the Supplier performs any of the Services at the Customer's premises(s), the Customer shall be responsible for providing a safe and appropriate workspace and access to all workstations, materials and related resources that may be reasonably required by Supplier for timely performance of the Services. The Customer shall provide to the Supplier in a timely manner any information, assistance, review, feedback or approvals that are the responsibility of Customer.
- 7.9 Each party shall appoint an individual to serve as its project manager ("Project Manager"). The Project Managers shall serve as the primary contacts in regard to co-coordinating and supervising the Services and has the authority to act on behalf of the party in all matters relating to this agreement.
- 7.10 The Supplier may at its own discretion introduce into the Software such updates or enhancements as it or its licensors shall from time to time consider necessary for general issue to customers. Such updates or enhancements shall be provided at no additional cost to the Customer. Provided that the updated or enhanced version shall not materially affect or diminish the operations or functions of the Software the Customer shall be responsible for using the updated or enhanced version as soon as practicable within 18 months after release and Supplier shall not be under any obligation thereafter to support any version other than the last updated or enhanced version supplied to the Customer. The Supplier shall supply such amendments to the Documentation as may be necessary to reflect such updates or enhancements to the Software.

8. Templates

- 8.1 Where indicated on the Contract Front Sheet, the Supplier shall supply the Customer with access to the Templates.
- 8.2 Subject to the Customer purchasing access to the Templates in accordance with clause 8.1, payment of the respective Charges in accordance with clause and the other terms and conditions of this agreement, the

FIBRECRM LIMITED STANDARD TERMS

Supplier hereby grants to the Customer a non-exclusive, non-transferable right and licence, without the right to grant sublicences, to permit the Customer to access, use and modify the Templates during the Subscription Term solely for the Customer's internal business operations.

- 8.3 Intellectual Property Rights in the Templates shall at all times remain vested in the Supplier.
- 8.4 Templates are provided by the Supplier 'as is', without any representation or endorsement made and without warranty of any kind whether express or implied, including but not limited to the implied warranties of satisfactory quality, fitness for a particular purpose, non-infringement, compatibility, security and accuracy. The Supplier does not represent the full functionality, accuracy, or reliability of the Templates. In no event will the Supplier be liable for any loss or damage including, without limitation, indirect or consequential loss or damage, or any loss or damages whatsoever arising from use or loss of use of, data or profits arising out of or in connection with the use of the Templates.

9. Data protection

- 9.1 Both parties will comply with all applicable requirements of the Data Protection Legislation. This clause 6 is in addition to, and does not relieve, remove or replace, a party's obligations or rights under the Data Protection Legislation.
- 9.2 The parties acknowledge that for the purposes of the Data Protection Legislation, the Customer is the Controller and the Supplier is the Processor. Schedule 1 sets out the scope, nature and purpose of processing by the Supplier, the duration of the processing and the types of Personal Data and categories of Data Subject.
- 9.3 Without prejudice to the generality of clause 9.1, the Customer will ensure that it has all necessary appropriate consents and notices in place to enable lawful transfer of the Personal Data to the Supplier and/or lawful collection of the Personal Data by the Supplier on behalf of the Customer for the duration and purposes of this agreement.
- 9.4 Without prejudice to the generality of clause 9.1, the Supplier shall, in relation to any Personal Data processed in connection with the performance by the Supplier of its obligations under this agreement:
- (a) process that Personal Data only on the documented written instructions of the Customer unless the Supplier is required by Domestic Law or EU Law to otherwise process that Personal Data. Where the Supplier is relying on Domestic Law or EU Law as the basis for processing Personal Data, the Supplier shall promptly notify the Customer of this before performing the processing required by the Domestic Law or EU Law unless the Domestic Law or EU Law prohibits the Supplier from so notifying the Customer;
 - (b) ensure that it has in place appropriate technical and organisational measures, reviewed and approved by the Customer, to protect against unauthorised or unlawful processing of Personal Data and against accidental loss or destruction of, or damage to, Personal 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 Personal Data, ensuring confidentiality, integrity, availability and resilience of its systems and services, ensuring that availability of and access to Personal 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 Personal Data are obliged to keep the Personal Data confidential; and
 - (d) not transfer any Personal Data outside of the UK or EEA unless the prior written consent of the Customer has been obtained and the following conditions are fulfilled:
 - (i) the Customer or the Supplier has provided appropriate safeguards in relation to the transfer;
 - (ii) the data subject has enforceable rights and effective legal remedies;
 - (iii) the Supplier complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred; and
 - (iv) the Supplier complies with reasonable instructions notified to it in advance by the Customer with respect to the processing of the Personal Data;
 - (e) assist the Customer, at the Customer's cost, in responding to any request from a Data Subject and in ensuring compliance with its obligations under the Data Protection Legislation with respect to security, breach notifications, impact assessments and consultations with supervisory authorities or regulators;
 - (f) notify the Customer without undue delay on becoming aware of a Personal Data Breach;
 - (g) at the written direction of the Customer, delete or return Personal Data and copies thereof to the Customer on termination of the agreement unless required by Domestic Law or EU Law to store the Personal Data;
 - (h) maintain complete and accurate records and information to demonstrate its compliance with this clause 9
- 9.5 The Customer consents to the Supplier appointing the third-party processors set out on the Supplier's website at [link] (as updated from time to time by the Supplier in its sole discretion) as third-party processors of

FIBRECRM LIMITED STANDARD TERMS

Personal Data under this agreement. The Supplier confirms that it has entered or (as the case may be) will enter with the third-party processor into a written agreement which reflects and will continue to reflect the requirements of the Data Protection Legislation. As between the Customer and the Supplier, the Supplier shall remain fully liable for all acts or omissions of any third-party processor appointed by it pursuant to this clause 9

- 9.6 Either party may, at any time on not less than 30 (thirty) days' notice, revise this clause 9 by replacing it with any applicable controller to processor standard clauses or similar terms adopted under the Data Protection Legislation or forming part of an applicable certification scheme (which shall apply when replaced by attachment to this agreement).
- 9.7 The Customer warrants, represents and undertakes, that:
- (a) all data sourced by the Customer for use in connection with the Services, prior to such data being provided to or accessed by the Supplier for the performance of the Services under this agreement, shall comply in all respects, including in terms of its collection, storage and processing (which shall include the Customer providing all of the required fair processing information to, and obtaining all necessary consents from, Data Subjects), with Data Protection Legislation;
 - (b) all instructions given by it to the Supplier in respect of Personal Data shall at all times be in accordance with Data Protection Legislation; and
 - (c) it has undertaken due diligence in relation to the Supplier's processing operations, and it is satisfied that:
 - (i) the Supplier's processing operations are suitable for the purposes for which the Customer proposes to use the Services and engage the Supplier to process the Personal Data; and
 - (ii) the Supplier has sufficient expertise, reliability and resources to implement technical and organisational measures that meet the requirements of Data Protection Legislation.

10. Third party providers

- 10.1 The Customer acknowledges that the Services may enable or assist it to access the website content of, correspond with, and purchase products and services from, third parties via third-party websites and that it does so solely at its own risk.
- 10.2 Any add-ons identified in the Contract Front Sheet shall only operate where the Customer has obtained the relevant third-party subscription. Such subscription shall be the sole responsibility of the Customer to maintain.
- 10.3 The Supplier makes no representation, warranty or commitment and shall have no liability or obligation whatsoever in relation to the content or use of, or correspondence with, any such third-party website, or any transactions completed, and any contract entered into by the Customer, with any such third party. Any contract entered into and any transaction completed via any third-party website is between the Customer and the relevant third party, and not the Supplier. The Supplier recommends that the Customer refers to the third party's website terms and conditions and privacy policy prior to using the relevant third-party website. The Supplier does not endorse or approve any third-party website nor the content of any of the third-party website made available via the Services.

11. Supplier's obligations

- 11.1 Subject to the exclusion of Open Source Software under clause 6, the Supplier undertakes that the Services will be performed substantially in accordance with the Documentation and with reasonable skill and care.
- 11.2 The undertaking at clause 11.1 shall not apply to the extent of any non-conformance which is caused by use of the Services contrary to the Supplier's instructions, or modification or alteration of the Services by any party other than the Supplier or the Supplier's duly authorised contractors or agents. If the Services do not conform with the foregoing undertaking, Supplier will, at its expense, use all reasonable commercial endeavours to correct any such non-conformance promptly, or provide the Customer with an alternative means of accomplishing the desired performance. Such correction or substitution constitutes the Customer's sole and exclusive remedy for any breach of the undertaking set out in clause 11.1.
- 11.3 The Supplier:
- (a) does not warrant that:
 - (i) the Customer's use of the Services will be uninterrupted or error-free; or
 - (ii) that the Services, Documentation and/or the information obtained by the Customer through the Services will meet the Customer's requirements; or
 - (iii) the Software or the Services will be free from Viruses or any other vulnerability.
 - (b) is not responsible for any delays, delivery failures, or any other loss or damage resulting from the transfer of data over communications networks and facilities, including the internet, and the Customer acknowledges that the Services and Documentation may be subject to limitations, delays and other problems inherent in the use of such communications facilities.

FIBRECRM LIMITED STANDARD TERMS

- 11.4 This agreement shall not prevent the Supplier from entering into similar agreements with third parties, or from independently developing, using, selling or licensing documentation, products and/or services which are similar to those provided under this agreement.
- 11.5 Subject to the exclusion of Open Source Software under 6, the Supplier warrants that it has and will maintain all necessary licences, consents, and permissions necessary for the performance of its obligations under this agreement.
- 11.6 The Supplier shall follow its archiving procedures for Customer Data as set out in its Back-Up Policy or such other website address as may be notified to the Customer from time to time, as such document may be amended by the Supplier in its sole discretion from time to time.

12. Customer's obligations

12.1 The Customer shall:

- (a) provide the Supplier with:
 - (i) all necessary co-operation in relation to this agreement; and
 - (ii) all necessary access to such information as may be required by the Supplier; in order to provide the Services, including but not limited to Customer Data, security access information and configuration services;
- (b) without affecting its other obligations under this agreement, comply with all applicable laws and regulations with respect to its activities under this agreement;
- (c) carry out all other Customer responsibilities set out in this agreement in a timely and efficient manner. In the event of any delays in the Customer's provision of such assistance as agreed by the parties, the Supplier may adjust any agreed timetable or delivery schedule as reasonably necessary;
- (d) ensure that the Authorised Users use the Services and the Documentation in accordance with the terms and conditions of this agreement and shall be responsible for any Authorised User's breach of this agreement;
- (e) obtain and shall maintain all necessary licences, consents, and permissions necessary for the Supplier, its contractors and agents to perform their obligations under this agreement, including without limitation the Services;
- (f) inform the Supplier, without unnecessary delay, of any fault relating to the Software;
- (g) ensure that its network and systems (including but not limited to any Designated Platform) comply with the relevant specifications provided by the Supplier from time to time; and
- (h) be, to the extent permitted by law and except as otherwise expressly provided in this agreement, solely responsible for procuring, maintaining and securing its network connections and telecommunications links from its systems to the Supplier's data centres, and all problems, conditions, delays, delivery failures and all other loss or damage arising from or relating to the Customer's network connections or telecommunications links or caused by the internet.

12.2 The Customer shall own all right, title and interest in and to all of the Customer Data that is not personal data and shall have sole responsibility for the legality, reliability, integrity, accuracy and quality of all such Customer Data.

12.3 The Customer is responsible for all equipment necessary to make a connection to the internet and the Supplier has no responsibility nor does it warrant uninterrupted use of parts of the Software which are subject to access availability via the internet.

13. Charges and payment

13.1 The Customer shall pay the Charges to the Supplier for the User Subscriptions and Support Fees in accordance with the Contract Front Sheet and this clause 13.

13.2 The Supplier shall invoice the Customer for the Charges at the intervals described in the Contract Front Sheet and the Customer shall pay each invoice within 14 days after the date of such invoice.

13.3 The Supplier shall make an additional charge, in accordance with its then applicable rates, for

- (a) service visits or other services:
 - (i) arising in accordance with clause 7.2;
 - (ii) made by reason of any fault in the Software that was caused by the fault or omission by the Customer or was due to causes not covered by this agreement; and
 - (iii) made to install, re-install or otherwise commission any part of the Software or update or enhancement thereof, unless such installation, re-installation or commissioning was necessitated by the fault or omission of the Supplier.; and
- (b) for reasonable expenses relating to the Supplier's performance of the services, subject to the Customer's prior agreement having been obtained.

13.4 If the Supplier has not received payment within 30 days after the due date, and without prejudice to any other rights and remedies of the Supplier:

FIBRECRM LIMITED STANDARD TERMS

- (a) the Supplier may, without liability to the Customer, disable the Customer's access to all or part of the Services and the Supplier shall be under no obligation to provide any or all of the Services while the invoice(s) concerned remain unpaid; and
- (b) interest shall accrue on a daily basis on such due amounts at an annual rate equal to [3]% over the then current base lending rate of Lloyds Bank in the UK from time to time, commencing on the due date and continuing until fully paid, whether before or after judgment.

13.5 All amounts and fees stated or referred to in this agreement:

- (a) shall be payable in pounds sterling;
- (b) are, subject to clause 18.3(b), non-cancellable and non-refundable;
- (c) are exclusive of value added tax, which shall be added to the Supplier's invoice(s) at the appropriate rate.

13.6 The Supplier shall be entitled to increase the Charges at the start of each Renewal Period upon 90 days' prior notice to the Customer and the Contract Front Sheet shall be deemed to have been amended accordingly.

14. Proprietary rights

14.1 The Customer acknowledges and agrees that the Open Source Software remains vested at all times in the copyright holder named in Schedule 2.

14.2 The Customer acknowledges and agrees that the Supplier and/or its licensors own all Intellectual Property Rights in the Services and the Documentation (as updated from time to time). Except as expressly stated herein, this agreement does not grant the Customer any rights to, under or in, any patents, copyright, database right, trade secrets, trade names, trade marks (whether registered or unregistered), or any other rights or licences in respect of the Services and the Documentation.

14.3 The Supplier confirms that it has all the rights in relation to the Services and the Documentation that are necessary to grant all the rights it purports to grant under, and in accordance with, the terms of this agreement.

15. Confidentiality

15.1 **Confidential Information** means all confidential information (however recorded or preserved) disclosed by a party or its Representatives (as defined below) to the other party and that party's Representatives whether before or after the date of this agreement in connection with the supplier's provision of the Services, including but not limited to:

- (a) any information that would be regarded as confidential by a reasonable business person relating to:
 - (i) the business, assets, affairs, customers, clients, suppliers, plans, intentions, or market opportunities of the disclosing party; and
 - (ii) the operations, processes, product information, know-how, designs, trade secrets or software of the disclosing party;
- (b) any information developed by the parties in the course of carrying out this agreement and the parties agree that:
 - (i) details of the Services, and the results of any performance tests of the Services, shall constitute Supplier Confidential Information; and
 - (ii) Customer Data shall constitute Customer Confidential Information.

15.2 The provisions of this clause shall not apply to any Confidential Information that:

- (a) is or becomes generally available to the public (other than as a result of its disclosure by the receiving party or its Representatives in breach of this clause);
- (b) was available to the receiving party on a non-confidential basis before disclosure by the disclosing party;
- (c) was, is or becomes available to the receiving party on a non-confidential basis from a person who, to the receiving party's knowledge, is not bound by a confidentiality agreement with the disclosing party or otherwise prohibited from disclosing the information to the receiving party; or
- (d) the parties agree in writing is not confidential or may be disclosed.

15.3 Each party shall keep the other party's Confidential Information secret and confidential and shall not:

- (a) use such Confidential Information except for the purpose of exercising or performing its rights and obligations under or in connection with this agreement (Permitted Purpose); or
- (b) disclose such Confidential Information in whole or in part to any third party, except as expressly permitted by this clause 15

15.4 A party may disclose the other party's Confidential Information to those of its Representatives who need to know such Confidential Information for the Permitted Purpose, provided that:

- (a) it informs such Representatives of the confidential nature of the Confidential Information before disclosure; and
- (b) at all times, it is responsible for such Representative's compliance with the confidentiality obligations set out in this clause.

FIBRECRM LIMITED STANDARD TERMS

- 15.5 A party may disclose Confidential Information to the extent such Confidential Information is required to be disclosed by law, by any governmental or other regulatory authority or by a court or other authority of competent jurisdiction provided that, to the extent it is legally permitted to do so, it gives the other party as much notice of such disclosure as possible.
- 15.6 A party may, provided that it has reasonable grounds to believe that the other party is involved in activity that may constitute a criminal offence under the Bribery Act 2010, disclose Confidential Information to the Serious Fraud Office without first informing the other party of such disclosure.
- 15.7 Each party reserves all rights in its Confidential Information. No rights or obligations in respect of a party's Confidential Information other than those expressly stated in this agreement are granted to the other party, or to be implied from this agreement.
- 15.8 On termination or expiry of this agreement, each party shall:
- (a) subject to clause 15.9, destroy or return to the other party all documents and materials (and any copies) containing, reflecting, incorporating or based on the other party's Confidential Information.
 - (b) erase all the other party's Confidential Information from computer and communications systems and devices used by it, including such systems and data storage services provided by third parties (to the extent technically and legally practicable); and
 - (c) certify in writing to the other party that it has complied with the requirements of this clause, provided that a recipient party may retain documents and materials containing, reflecting, incorporating or based on the other party's Confidential Information to the extent required by law or any applicable governmental or regulatory authority. The provisions of this clause shall continue to apply to any such documents and materials retained by a recipient party, subject to clause 19 (**Termination**).
- 15.9 Customer Data will be retained by the Supplier on its back-up servers for one calendar month and seven days following termination or expiry.
- 15.10 No party shall make, or permit any person to make, any public announcement concerning this agreement without the prior written consent of the other parties (such consent not to be unreasonably withheld or delayed), except as required by law, any governmental or regulatory authority (including, without limitation, any relevant securities exchange), any court or other authority of competent jurisdiction.
- 15.11 Except as expressly stated in this agreement, no party makes any express or implied warranty or representation concerning its Confidential Information.
- 15.12 The above provisions of this clause 15 shall survive for a period of five years from termination or expiry of this agreement.
- 16. Change Control**
- 16.1 Either party may submit a written request for Change to the other party in accordance with this 16, but no Change will come into effect until a Change Control Note has been signed by the authorised representatives of both parties.
- 16.2 If the Customer requests a Change:
- (a) the Customer will submit a written request to the Supplier containing as much information as is necessary to enable the Supplier to prepare a Change Request Note; and
 - (b) within 14 Business Days of receipt of a request, unless otherwise agreed in writing by the parties, the Supplier will send to the Customer a Change Request Note.
- 16.3 If the Supplier requests a Change, it will send to the Customer a Change Request Note.
- 16.4 A Change Request Note must contain sufficient information to enable the Customer to assess the Change, including as a minimum:
- (a) the title of the Change;
 - (b) the originator of the Change and date of request;
 - (c) description of the Change;
 - (d) details of the effect of the proposed Change on:
 - (i) the Services;
 - (ii) the Charges;
 - (iii) any systems or operations of the Customer which communicate with, or are otherwise affected by, the Services; and
 - (iv) any other term of this agreement;
 - (e) the date of expiry of validity of the Change Request Note; and
 - (f) provision for signature by the Customer and Supplier.
- 16.5 If, following the Customer's receipt of a Change Request Note pursuant to clause 16.2 or clause 16.3:
- (a) the parties agree the terms of the relevant Change Request Note, they will sign it and that Change Request Note will amend this agreement;

FIBRECRM LIMITED STANDARD TERMS

- (b) if either party does not agree to any term of the Change Request Note, then the other party may refer the disagreement to be dealt with in accordance with the Dispute Resolution Procedure.

16.6 Each party will bear its own costs in relation to compliance with the Change Request Procedure.

17. Indemnity

17.1 The Customer shall defend, indemnify and hold harmless the Supplier against claims, actions, proceedings, losses, damages, expenses and costs (including without limitation court costs and reasonable legal fees) arising out of or in connection with the Customer's use of the Services and/or Documentation, including but not limited to its use of Open Source Software, provided that:

- (a) the Customer is given prompt notice of any such claim;
- (b) the Supplier provides reasonable co-operation to the Customer in the defence and settlement of such claim, at the Customer's expense; and
- (c) the Customer is given sole authority to defend or settle the claim.

17.2 The Supplier shall defend the Customer, its officers, directors and employees against any claim that the Customer's use of the Supplier Software or Documentation in accordance with this agreement infringes any United Kingdom patent effective as of the Effective Date, copyright, trade mark, database right or right of confidentiality, and shall indemnify the Customer for any amounts awarded against the Customer in judgment or settlement of such claims, provided that:

- (a) the Supplier is given prompt notice of any such claim;
- (b) the Customer does not make any admission, or otherwise attempt to compromise or settle the claim and provides reasonable co-operation to the Supplier in the defence and settlement of such claim, at the Supplier's expense; and
- (c) the Supplier is given sole authority to defend or settle the claim.

17.3 In the defence or settlement of any claim, the Supplier may procure the right for the Customer to continue using the Supplier Software, replace or modify the Supplier Software so that they become non-infringing or, if such remedies are not reasonably available, terminate this agreement on 10 Business Day's' notice to the Customer without any additional liability or obligation to pay liquidated damages or other additional costs to the Customer.

17.4 In no event shall the Supplier, its employees, agents and sub-contractors be liable to the Customer to the extent that the alleged infringement is based on:

- (a) any Open Source Software;
- (b) a modification of the Supplier Software or Documentation by anyone other than the Supplier; or
- (c) the Customer's use of the Supplier Software or Documentation in a manner contrary to the instructions given to the Customer by the Supplier; or
- (d) the Customer's use of the Supplier Software or Documentation after notice of the alleged or actual infringement from the Supplier or any appropriate authority.

17.5 The foregoing and clause 18.3(b) state the Customer's sole and exclusive rights and remedies, and the Supplier's (including the Supplier's employees, agents and sub-contractors) entire obligations and liability, for infringement of any patent, copyright, trade mark, database right or right of confidentiality.

18. Limitation of liability

18.1 Except as expressly and specifically provided in this agreement:

- (a) the Customer assumes sole responsibility for results obtained from the use of the Services and the Documentation by the Customer, and for conclusions drawn from such use. The Supplier shall have no liability for any damage caused by errors or omissions in any information, instructions or scripts provided to the Supplier by the Customer in connection with the Services, or any actions taken by the Supplier at the Customer's direction;
- (b) all warranties, representations, conditions and all other terms of any kind whatsoever implied by statute or common law are, to the fullest extent permitted by applicable law, excluded from this agreement, including the implied conditions, warranties or other terms as to satisfactory quality, fitness for purpose or the use of reasonable skill and care; and
- (c) the Services and the Documentation are provided to the Customer on "as is" basis.

18.2 Nothing in this agreement excludes the liability of the Supplier:

- (a) for death or personal injury caused by the Supplier's negligence; or
- (b) for fraud or fraudulent misrepresentation.

18.3 Subject to clause 18.1 and clause 18.2:

- (a) the Supplier shall not be liable whether in tort (including for negligence or breach of statutory duty), contract, misrepresentation, restitution or otherwise for any loss of profits, loss of business, depletion of goodwill and/or similar losses or loss or corruption of data or information, or pure economic loss, or for any special, indirect or consequential loss, costs, damages, charges or expenses however arising under this agreement; and

FIBRECRM LIMITED STANDARD TERMS

- (b) the Supplier's total aggregate liability in contract (including in respect of the indemnity at clause 17.2), tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise, arising in connection with the performance or contemplated performance of this agreement shall be limited to the total Charges paid by the Customer to the Supplier during the 12 months immediately preceding the date on which the claim arose.

18.4 Nothing in this agreement excludes the liability of the Customer for:

- (a) any breach, infringement or misappropriation of the Supplier's Intellectual Property Rights; and
- (b) any non-compliance with clause 9.7.

19. Term and termination

19.1 This agreement shall, unless otherwise terminated as provided in this clause 19, commence on the Effective Date and shall continue for the Initial Subscription Term and, thereafter, this agreement shall be automatically renewed for successive periods of 12 months (each a **Renewal Period**), unless:

- (a) either party notifies the other party of termination, in writing, at least 90 days before the end of the Initial Subscription Term or any Renewal Period, in which case this agreement shall terminate upon the expiry of the applicable Initial Subscription Term or Renewal Period; or
- (b) otherwise terminated in accordance with the provisions of this agreement;

and the Initial Subscription Term together with any subsequent Renewal Periods shall constitute the **Subscription Term**.

19.2 Without affecting any other right or remedy available to it, either party may terminate this agreement with immediate effect by giving written notice to the other party if:

- (a) the other party fails to pay any amount due under this agreement on the due date for payment and remains in default not less than 10 days after being notified in writing to make such payment;
- (b) the other party commits a material breach of any other term of this agreement and (if such breach is remediable) fails to remedy that breach within a period of 60 days after being notified in writing to do so;
- (c) the other party suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due or admits inability to pay its debts or is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986 (IA 1986) as if the word "it is proved to the satisfaction of the court" did not appear in sections 123(1)(e) or 123(2) of the IA 1986 or (being an individual) is deemed either unable to pay its debts or as having no reasonable prospect of so doing, in either case, within the meaning of section 268 of the IA 1986 or (being a partnership) has any partner to whom any of the foregoing apply;
- (d) the other party commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with its creditors other than for the sole purpose of a scheme for a solvent amalgamation of that other party with one or more other companies or the solvent reconstruction of that other party;
- (e) the other party applies to court for, or obtains, a moratorium under Part A1 of the Insolvency Act 1986;
- (f) a petition is filed, a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up of that other party other than for the sole purpose of a scheme for a solvent amalgamation of that other party with one or more other companies or the solvent reconstruction of that other party;
- (g) an application is made to court, or an order is made, for the appointment of an administrator, or if a notice of intention to appoint an administrator is given or if an administrator is appointed, over the other party (being a company, partnership or limited liability partnership);
- (h) the holder of a qualifying floating charge over the assets of that other party (being a company or limited liability partnership) has become entitled to appoint or has appointed an administrative receiver;
- (i) a person becomes entitled to appoint a receiver over the assets of the other party or a receiver is appointed over the assets of the other party;
- (j) a creditor or encumbrancer of the other party attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, the whole or any part of the other party's assets and such attachment or process is not discharged within [14] days;
- (k) any event occurs, or proceeding is taken, with respect to the other party in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in clause 19.2(c) to clause 15.2(j) (inclusive);
- (l) the other party suspends or ceases, or threatens to suspend or cease, carrying on all or a substantial part of its business;
- (m) the other party's financial position deteriorates so far as to reasonably justify the opinion that its ability to give effect to the terms of this agreement is in jeopardy; [or]
- (n) there is a change of control of the other party[(within the meaning of section 1124 of the Corporation Tax Act 2010).

FIBRECRM LIMITED STANDARD TERMS

19.3 On termination of this agreement for any reason:

- (a) all licences granted under this agreement, save for licences relating to Open Source Software which shall continue in accordance with the licence terms described under the Contract Front Sheet, shall immediately terminate and the Customer shall immediately cease all use of the Supplier Software and/or the Documentation;
- (b) each party shall return and make no further use of any equipment, property, Documentation and other items (and all copies of them) belonging to the other party;
- (c) the Supplier may destroy or otherwise dispose of any of the Customer Data in its possession unless the Supplier receives, no later than one month after the effective date of the termination of this agreement, a written request for the delivery to the Customer of the then most recent back-up of the Customer Data. The Supplier shall use reasonable commercial endeavours to deliver the back-up to the Customer within 30 days of its receipt of such a written request, provided that the Customer has, at that time, paid all fees and charges outstanding at and resulting from termination (whether or not due at the date of termination). The Customer shall pay all reasonable expenses incurred by the Supplier in returning or disposing of Customer Data; and
- (d) any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination, including the right to claim damages in respect of any breach of the agreement which existed at or before the date of termination shall not be affected or prejudiced.

20. Force majeure

20.1 Neither party shall be in breach of this agreement or otherwise liable for any failure or delay in the performance of its obligations if such delay or failure results from events, circumstances or causes beyond its reasonable control. The time for performance of such obligations shall be extended accordingly. If the period of delay or non-performance continues for one month, the party not affected may terminate this agreement by giving immediate written notice to the affected party.

21. Variation

No variation of this agreement shall be effective unless it is in writing and signed by the parties (or their authorised representatives).

22. Waiver

22.1 A waiver of any right or remedy is only effective if given in writing and shall not be deemed a waiver of any subsequent right or remedy.

22.2 A delay or failure to exercise, or the single or partial exercise of, any right or remedy shall not waive that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy.

23. Rights and remedies

Except as expressly provided in this agreement, the rights and remedies provided under this agreement are in addition to, and not exclusive of, any rights or remedies provided by law.

24. Severance

24.1 If any provision or part-provision of this agreement is or becomes invalid, illegal or unenforceable, it shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of this agreement.

24.2 If any provision or part-provision of this agreement is deemed deleted under clause 24.1 the parties shall negotiate in good faith to agree a replacement provision that, to the greatest extent possible, achieves the intended commercial result of the original provision.

25. Entire agreement

25.1 Save as in the case of Open Source Software which is subject to the licences described in the Contract Front Sheet, this agreement constitutes the entire agreement between the parties and supersedes and extinguishes all previous and contemporaneous agreements, promises, assurances and understandings between them, whether written or oral, relating to its subject matter.

25.2 Each party acknowledges that in entering into this agreement it does not rely on, and shall have no remedies in respect of, any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this agreement.

25.3 Each party agrees that it shall have no claim for innocent or negligent misrepresentation based on any statement in this agreement.

25.4 Nothing in this clause shall limit or exclude any liability for fraud.

26. Assignment

26.1 The Customer shall not, without the prior written consent of the Supplier, assign, novate, transfer, charge, sub-contract or deal in any other manner with all or any of its rights or obligations under this agreement.

26.2 The Supplier may at any time assign, transfer, charge, sub-contract or deal in any other manner with all or any of its rights or obligations under this agreement.

FIBRECRM LIMITED STANDARD TERMS**27. No partnership or agency**

Nothing in this agreement is intended to or shall operate to create a partnership between the parties, or authorise either party to act as agent for the other, and neither party shall have the authority to act in the name or on behalf of or otherwise to bind the other in any way (including, but not limited to, the making of any representation or warranty, the assumption of any obligation or liability and the exercise of any right or power).

28. Third party rights

This agreement does not confer any rights on any person or party (other than the parties to this agreement and, where applicable, their successors and permitted assigns) pursuant to the Contracts (Rights of Third Parties) Act 1999.

29. Counterparts

29.1 This agreement may be executed in any number of counterparts, each of which shall constitute a duplicate original, but all the counterparts shall together constitute the one agreement.

29.2 Transmission of an executed counterpart of this agreement (but for the avoidance of doubt not just a signature page) by email (in PDF, JPEG or other agreed format) shall take effect as the transmission of an executed "wet-ink" counterpart of this agreement.

29.3 No counterpart shall be effective until each party has delivered to the other at least one executed counterpart.

30. Notices

30.1 Any notice given to a party under or in connection with this Agreement shall be in writing and sent to the party to the email and/or addresses set out in the Contract Front Sheet or the registered office address of a party.

30.2 The following table sets out methods by which a notice may be sent and its corresponding deemed delivery date and time:

Delivery method	Deemed delivery date and time
Delivery by hand or courier.	On signature of a delivery receipt or at the time the notice is left at the address.
Pre-paid first class post or other next Business Day delivery service providing proof of postage.	Midday on the second Business Day after posting or at the time recorded by the delivery service – whichever is earlier.
Email to the other party's email address as specified in the Contract Front Sheet.	At the time of transmission if during Business Hours, otherwise at 10:00am on the next Business Day after transmission.

30.3 This clause does not apply to the service of any proceedings or any other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

31. Governing law

This agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and interpreted in accordance with the law of England and Wales.

32. Jurisdiction

Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this agreement or its subject matter or formation (including non-contractual disputes or claims).

FIBRECRM LIMITED STANDARD TERMS

Schedule 1 - Processing, Personal Data and Data Subjects

1.1 Scope

The processing of any Personal Data supplied by the Customer and its Authorised Users by way of the Supplier Software and such other methods required under this agreement.

1.2 Nature

Collection, Organisation and/or Structuring, Communication, Storage, Erasure and/or Destruction

1.3 Purpose of Processing

Provision of the Services and performance of the Supplier's obligations under this agreement.

1.4 Duration of the Processing

The Term of this Agreement and any period of retention set out in 19.3 (c) above.

2. Types of Personal Data

Name, contact details (including telephone number, mobile number and address), job role, identity/AML documents and information, UTR number.

3. Categories of Data Subject

Customer Employees and Customer's clients

FIBRECRM LIMITED STANDARD TERMS

Schedule 2 – Open Source Software

Open Source Software	
1)	<p>SuiteCRM subject to GNU Affero General Public License (AGPLv3) Available here: https://www.gnu.org/licenses/agpl-3.0.en.html. Source code available here:</p> <p>Legal Notice</p> <p style="text-align: center;"><i>Copyright©(C) SugarCRM and SuiteCRM</i></p> <p style="text-align: center;"><i>This program is free software: you can redistribute it and/or modify it under the terms of the GNU Affero General Public License as published by the Free Software Foundation, either version 3 of the License, or (at your option) any later version.</i></p> <p style="text-align: center;"><i>This program is distributed in the hope that it will be useful, but WITHOUT ANY WARRANTY; without even the implied warranty of MERCHANTABILITY or FITNESS FOR A PARTICULAR PURPOSE. See the GNU Affero General Public License for more details.</i></p> <p style="text-align: center;"><i>You should have received a copy of the GNU Affero General Public License along with this program. If not, see <https://www.gnu.org/licenses/>.</i></p>
2)	<p>Modification to SuiteCRM (known as ‘covered work’) DATED [] created by FibreCRM shall also be subject to the terms of the AGPLV3. Source code available here:</p> <p>Legal notice</p> <p style="text-align: center;"><i>Copyr©t (C) <year> <name of author></i></p> <p style="text-align: center;"><i>This program is free software: you can redistribute it and/or modify it under the terms of the GNU Affero General Public License as published by the Free Software Foundation, either version 3 of the License, or (at your option) any later version.</i></p> <p style="text-align: center;"><i>This program is distributed in the hope that it will be useful, but WITHOUT ANY WARRANTY; without even the implied warranty of MERCHANTABILITY or FITNESS FOR A PARTICULAR PURPOSE. See the GNU Affero General Public License for more details.</i></p> <p style="text-align: center;"><i>You should have received a copy of the GNU Affero General Public License along with this program. If not, see <https://www.gnu.org/licenses/>.</i></p>

FIBRECRM LIMITED STANDARD TERMS**Schedule 3 – Support Services Policy**

1. The Customer may log a support issue by email using *support@fibrecrm.com*.
2. Upon receipt of notification from the Customer of a support issue, the Supplier will use its diligent endeavours and do all things reasonably within its power during Normal Business Hours to achieve the following service levels:

Priority	Example	Target Service Level	Service Level Hours
Priority 1 or Mission Critical Issues	Software down, situation may require a restore and Software use is suspended until diagnosis is given.	The Supplier will exercise reasonable efforts to provide an initial response to a Priority 1 defect call within 1 Working Hour from a manager and resolution within 16 Working Hours.	All hours (no out of hours charges apply where notification takes place during Working Hours)
Priority 2 or Urgent Issues	Software is not down but key element inoperative causing serious disruption to a major business function which cannot be temporarily resolved by a workaround	The Supplier will exercise reasonable efforts to provide an initial response from a manager within 1 Working Hour with an estimated timeframe for resolving the defect and resolution within 40 Working Hours	Normal Working Hours unless otherwise requested by the Customer (out of hours charges will apply).
Priority 3 or Non-Urgent Issues	Some functionality lost resulting in inconvenience or reduced efficiency and a temporary workaround may be available	The Supplier will exercise reasonable efforts to provide an initial response from a manager within 1 hour with an estimated timeframe for resolving the defect and resolution as soon as reasonably practicable.	Normal Working Hours only

3. The above response times are target service levels only and shall not be of the essence to the contract. The supplier shall be deemed to have fulfilled its obligations under the service levels where it can demonstrate that it has applied its reasonable efforts to meet those service level obligations, even where such targets are not met.
4. The Supplier may at its own discretion introduce into the Software such updates or enhancements as it or its licensors shall from time to time consider necessary for general issue to customers. Such updates or enhancements shall be provided at no additional cost to the Customer. The Supplier shall supply such amendments to Documentation and training as may be necessary, in its sole discretion, to reflect such updates or enhancements to the Software.
5. The data created through use of the Software shall remain the confidential property of the Customer and any data hosted by the Supplier shall be made available to The Customer in an agreed upon format upon termination of services. The Supplier reserves the right to charge a reasonable fee for extraction and supply of the extracted data.
6. The support services and associated service levels do not apply to:
 - a. modifications to the Software beyond fault fixing;
 - b. faults or issues caused by hardware or software not supported by the Supplier, except where the same arises from a conflict or incompatibility between the Software and any software or Designated Platform recommended, required or approved by the Supplier;
 - c. faults or issues resulting from modifications of the Software by the Customer or any third party;
 - d. faults or issues relating to or otherwise caused by Open Source Software and any other form of third-party software;
 - e. faults or issues relating to, or otherwise caused by, Amazon Web Services (or such other hosting provider adopted by the Supplier from time to time in accordance with clause 2.7);
 - f. misuse of the Software including inadequate database administration, or system backup procedures; or other operator error; or
 - g. faults or issues resulting from malfunctioning of the Customer's hardware.