Etellect eAutomate® Services Agreement with you "the Customer"

The Agreement is between **ETELLECT LTD.,** a company incorporated in Scotland with registered number SC204571 and whose registered office is at Merlin House, 20 Mossland Road, Hillington Park, Glasgow, G52 4XZ (**"Etellect"**) and you, (**"the Customer"**).

If the Customer does not agree to be bound by these Terms and Conditions (**"Terms and Conditions"**), the Customer cannot order or use any Subscription Services or any Professional Services. The Customer must be at least 18 years old to order Subscription Services. The person entering into the Agreement on behalf of the Customer warrants that he/she/they has/have the authority of the Customer to enter into the Agreement on the Customer's behalf.

Etellect's issue of an Order Form to the Customer constitutes a contractual offer and the Customer's signing/acceptance of an Order Form will conclude the contract between Etellect and the Customer relating to the Subscription Services and Professional Services listed in the Order Form. All Order Forms will be deemed to be subject to and include these Terms and Conditions.

The contract (the **"Agreement"**) between the Customer and Etellect will comprise:

1.   the Order Form(s);
2.   the Terms and Conditions;
3.   the Privacy Policy; and
4.   the SLA.

If there is any conflict between the terms of an Order Form and these Terms and Conditions, then the terms of the Order Form will prevail.

The elements of the Agreement will have precedence as follows:

1.   Order Form (s) (in reverse chronological order);
2.   Terms and Conditions;
3.   Privacy Policy;
4.   SLA.

PART ONE – SUBSCRIPTION SERVICES.

1. Grant of Licence.

Etellect grants to the Customer a non-exclusive, royalty based (i.e. the fees specified in the Order Form), non-sublicensable, term licence to Use the Subscription Services for the Customer's internal business purposes for the Subscription Term, subject to the following conditions:

1.1. The Subscription Services are located on the Platform. Etellect has full administrative access rights to the Platform. Users may access the Subscription Services but have no right to administer the Platform or receive a copy of the object code or source code to the Software.

1.2. Users must have a reasonable speed Internet connection, and Local Equipment that is compatible with the Subscription Services, as set out in the Documentation. None of these things are Etellect's responsibility.

1.3. Etellect may periodically Upgrade and Update the Services, in order to provide Users with a greater, evolving user experience. Some of these changes shall occur automatically, while others may require the Customer to schedule and implement the changes. The changes may also mean that Users need to upgrade their Local Equipment in order to make efficient use of the Subscription Services. Etellect shall provide the Customer with reasonable notification in advance in this case.

1.4. Etellect has all required distribution rights to the Intellectual Property in the Software and the Documentation.

1.5. Neither party shall be under any liability to the other in respect of anything which, apart from this provision, may constitute breach of the Agreement arising by reason of Force Majeure.

2. Conditions of Use.

The Subscription Services provided to the Customer are non-exclusive, non-transferable and are for the Customer's internal business use only. The Customer's right to use the Subscription Services is subject to the following conditions:-

The Customer shall not:

2.1. subject to Clause 20.4 of the Terms and Conditions, transfer to any other person any of its rights to use the Subscription Services;

2.2. sell, license, rent or lease the Subscription Services except as provided for in the Agreement;

2.3. make the Subscription Services available to anyone who is not a User;

2.4. create any derivative works based upon the Subscription Services or Documentation;

2.5. copy any feature, design or graphic in, or reverse engineer the Software (including without prejudice to the foregoing generality the graphical user interface and/or menu command hierarchy);

2.6. access the Subscription Services (i) in order to build a competitive solution or to assist someone else to build a competitive solution; or (ii) if the User is an employee or contractor of a Etellect competitor;

2.7. use the Subscription Services in a way that violates any criminal or civil law;

2.8. load test the Subscription Services in order to test scalability; or,

2.9. exceed any usage limits listed on the applicable Order Form.

3. User Content/Security

3.1. Users provide all data for use in the Subscription Services, and Etellect is not obliged to modify or add to User Content except as specified in Clause 4. The Customer is solely responsible for User Content and the accuracy of User Content.

3.2. User Content belongs to Users or their licensors, and Etellect makes no claim to any right of ownership in User Content except as specifically provided herein.

3.3. Etellect shall keep User Content confidential in accordance with Clause 16 of the Terms and Conditions.

3.4. Subject to the terms of Clauses 4 and 23, Etellect shall only be entitled to use User Content strictly as necessary to carry out its obligations under the Agreement, and for no other purpose. However, Etellect:

3.4.1. may observe and report back to the Customer on the Customer's and its clients' usage of the Subscription Services, and make recommendations for improved usage of the Subscription Services; and,

3.4.2. shall use reasonable endeavours to ensure that the data centre containing the User Content complies with ISO 27001.

3.4.3 may identify trends and publish reports on its findings from data aggregated from more the User Site(s) provided such reports do not identify the User and otherwise anonymise the data and comply with the terms of Clause 16 (Confidentiality);

3.5. Etellect shall, in providing the Subscription Services, comply with the Privacy Legislation and in accordance with its Privacy Policy and Clauses 21 and 22 of the Terms and Conditions. For the purposes of the Legislation (except in the case of Data Sharing in terms of Clause 22), Etellect will be a Data Processor and the Customer will be the Data Controller of User Content. This clause is in addition to, and does not relieve, remove or replace, Etellect's obligations or rights under the Privacy Legislation.

3.6. Sharing of login/account details is not permitted unless expressly authorised in writing by Etellect. Users must keep login/account details confidential and Users should not reveal their username or password to any unauthorised third parties. Etellect accepts no liability for any losses or damages incurred as a result of account details being shared in breach of the terms of the Agreement. It is recommended that Users do not save login/account details in their internet browser.

3.7. Passwords must be robust and difficult to break.

3.8. Industry Best Practice security recommendations should be implemented at all times, such as (a) maintaining a recognised Cyber Essentials Certification IT systems such as https://www.cyberessentials.ncsc.gov.uk; (b) Always implementing strong, robust, difficult to break passwords, that are changed on a regular basis; (c) that Users do not save login/account details in their internet browser; and (d) implementing two factor authentication at each endpoint.

3.9. Whereas as part of the Subscription Services, Etellect may host email accounts or other online communications infrastructure or subscription accounts (including the Etellect subscription itself) for Users, Etellect accepts no responsibility and shall not be liable for third parties accessing such email, online communications accounts or

subscription accounts by way of breaking or hacking passwords. It is the responsibility of Users to ensure that all email, online communications accounts and subscription accounts are properly protected with robust passwords. The terms of Clause 4 apply to the use of any such email, online communications accounts and subscription accounts.

4. Acceptable Usage Policy

4.1. Without prejudice to the generality of Clause 2.7, when using the Subscription Services; Users should do so in accordance with the following rules:

4.1.1. Users must not use obscene or vulgar language;

4.1.2. User Sites may not contain any material that is unlawful or otherwise objectionable (including that which may be in breach of rules, regulations or legislation in force in the United Kingdom or any other jurisdiction in which the Customer's User Site can be lawfully accessed. This does not extend to material which may be automatically blocked in certain jurisdictions but that is lawful in the Customer's home country);

4.1.3. User Sites may not contain any material that is intended to promote or incite violence or any other unlawful conduct against any group, individual or animal. This includes, but is not limited to, the provision of instructions on how to assemble weapons of any kind, bombs, grenades or other explosive devices;

4.1.4. User Sites may not infringe the Intellectual Property rights of any third party including, but not limited to, copyright, trademarks, patents and designs;

4.1.5. User Sites may not contain any material that may contain viruses or other software or instructions that may damage or disrupt other software, computer hardware or communications networks; and

4.1.6. User Sites may not be used for unauthorised mass-communications such as "spam" or "junk mail".

4.2. Etellect does not screen or pre-approve any User Site or User Content (although Users acknowledge that Etellect may do so if it wishes).

4.3. Etellect may edit a User Site to comply with the provisions of sub-Clause 4.1 without prior consultation. In cases of severe breaches of the provisions of sub-Clause 4.1, a User Site may be taken down and the relevant account may be suspended or terminated. The Customer will not be informed in writing of the reasons for such alterations or take downs.

4.4. Etellect accepts no responsibility or liability for any infringement of third-party rights by User Sites.

4.5. Etellect will not be liable in any way or under any circumstances for any loss or damage that any User may incur as a result of such User Sites, or Etellect exercising its rights under the Agreement, nor for any errors or omissions in User Sites. Use of and reliance upon User Sites is entirely at the Customer's own risk.

4.6. The Customer acknowledges that Etellect may retain copies of any and all communications, information, User Content and User Sites sent to Etellect.

4.7. Users must comply with the terms of the Privacy Legislation at all times.

4.8. Users who are the Customer's employees and consultants and other third parties must enter into the EULA.

5. Intellectual Property

5.1. Subject to the exceptions in Clause 6 of the Terms and Conditions, all Content, that is not User Content, and the Database and the Software and the Documentation are the property of Etellect, or Etellect's Affiliates or licensors. By continuing to use the Subscription Services the Customer acknowledges that such material is protected by applicable United Kingdom and international Intellectual Property and other laws.

5.2. The Customer may print, reproduce, copy, distribute, store or in any other fashion re-use Content from the Subscription Services for personal or educational purposes only unless otherwise given Etellect's express written permission to do so. Specifically, the Customer agrees that it will not systematically copy Content from the Subscription Services with a view to creating or compiling any form of comprehensive collection, compilation, directory or database unless given Etellect's express written permission to do so.

5.3. In the event that new inventions, designs or processes evolve in performance of or as a result of the Agreement, the Customer acknowledges that the same shall be the property of Etellect unless otherwise agreed in writing by Etellect.

5.4. Any trade mark, trade name or logo such as "Powered by Etellect" appearing on or in the Software is the property of Etellect and must not be copied, obscured or removed from the Software.

6. User Site Intellectual Property

6.1. The Intellectual Property rights subsisting in the User Content of User Sites belong to the User to which that/those User Site(s) pertain unless it is expressly stated otherwise in the Agreement.

6.2. Where expressly indicated, certain Content available through User Sites and the Intellectual Property rights subsisting therein belongs to third parties.

6.3. The third party Content described in this Clause 6, unless expressly stated to be so, is not covered by any permission granted by Clause 5 of the Terms and Conditions to use Content.

6.4. For the avoidance of doubt, the Database (excluding the User Content therein) shall not be considered User Content.

7. Third Party Intellectual Property

7.1. Unless otherwise expressly indicated, all Intellectual Property rights including, but not limited to, copyright and trademarks, in Content belong to the manufacturers or distributors of such Content as may be applicable.

7.2. Subject to Clause 5 the Customer may not reproduce, copy, distribute, store or in any other fashion re-use Content unless otherwise indicated on the Subscription Services or the Documentation or unless given express written permission to do so by the relevant manufacturer or supplier.

8. Subscription Services Warranties

8.1. Etellect warrants that: (i) the Subscription Services will function substantially as described in the Documentation; and (ii) Etellect owns or otherwise has the right to provide the Subscription Services to the Customer under the Agreement. The remedies set out in this Clause 8 are the Customer's exclusive remedies for breach of either warranty.

8.2. If the Subscription Services do not function substantially in accordance with the Documentation, Etellect shall, at its option, either (i) modify the Subscription Services to conform to the Documentation; or (ii) provide a workaround solution that will reasonably meet the Customer's requirements. If neither of these options are commercially feasible, either party may terminate the relevant Order Form under the Agreement, in which case Etellect shall refund to the Customer all fees pre-paid to Etellect under the relevant Order Form for unused Subscription Services.

8.3. If the normal operation, possession or use of the Subscription Services by the Customer is found to infringe any third party Intellectual Property right or Etellect believes that this is likely, Etellect shall, at its option, either (i) obtain a license from such third party for the benefit of the Customer; (ii) modify the Subscription Services so that they no longer infringe; or (iii) if neither of these options is commercially feasible, terminate the relevant Order Form under the Agreement, in which case Etellect shall refund to the Customer all fees pre-paid to Etellect under the relevant Order Form for unused Subscription Services.

8.4. However, Etellect has no warranty obligations for:

8.4.1. the extent that Software has been modified by the Customer or any third party, unless the modification has been approved in writing by Etellect; or,

8.4.2. problems in the Subscription Services caused by any Third-Party Software or hardware, by accidental damage or by other matters beyond Etellect's reasonable control.

PART TWO – PROFESSIONAL SERVICES.

9. Professional Services Warranties.

9.1. Etellect warrants that (i) the Professional Services shall substantially conform to the applicable Order Form; and (ii) the Professional Services shall be performed with reasonable skill and care. The remedies set out in this Clause 9 are the Customer's exclusive remedies for breach of either warranty. If the Professional Services do not conform to the Order Form or are not performed with reasonable skill and care, Etellect shall re-perform the Professional Services to the extent necessary to correct the defective performance.

9.2. Etellect shall comply with the terms of the SLA (or as amended in an Order Form) at all times. The terms of Clause 9.1 shall apply to the SLA.

10. The Customer's Responsibilities.

The Customer shall provide Etellect with all information, access, and full good faith cooperation reasonably necessary to enable Etellect to deliver the Professional Services and shall do anything that is identified in the Order Form as the Customer's responsibility. If the Customer fails to do this, Etellect shall be relieved of its obligations to the extent that the obligations are dependent upon the Customer's performance.

PART THREE – GENERAL.

11. Term of Agreement.

The Agreement starts on the date that both parties sign an Order Form for the relevant services and ends when Etellect no longer is obliged to provide the Customer with Subscription Services or Professional Services under any Order Form.

12. Payments.

12.1. The Customer shall pay the fees listed in, and in accordance with, the relevant Order Form.

12.2. If the Customer initially purchases Subscription Services for a term, and subsequently orders an additional product, the purchase price for the additional product shall be pro-rated so that the added subscriptions terminate on the same day as the initial Subscription Term (unless specified otherwise in the relevant Order Form).

12.3. The fees for the Initial Subscription Term (stated in the first Order Form) will be as specified in the first Order Form. Etellect reserves the right to change fees from time to time and any such changes may affect the Customer's recurring fees after the Initial Subscription Term. Increases in price will be reflected in the Customer's recurring fees for the Services.

13. Termination and Suspension.

13.1. Either party may terminate rights granted to the other under a particular Order Form at any time after expiry of the Subscription Term and provided all outstanding fees have been paid to the party providing the services by providing 30 days' prior written notice to the other party.

13.2. Either party may terminate the Agreement, or any rights granted under a particular Order Form with immediate effect if:

13.2.1. the other party commits a material breach of any term of the Agreement or any Order Form which is irremediable or (if such breach is remediable) fails to remedy that breach within a period of 30 days after being notified in writing to do so; or

13.2.2. the other party is unable to pay its debts and/or ceases to trade and/or suffers an Insolvency Event.

13.3. Sections 2.4, 2.5, 3.3, 4, 5, 6, 7, 8, 11, 13, 14, 15, 16, 17, 18, 20, 21, 22, 23, 24 and 25 shall continue after the Agreement ends.

13.4. If Etellect terminates an Order Form under the Agreement because of non-payment by the Customer, all unpaid fees for the remainder of the Subscription Term immediately fall due for payment.

13.5. Upon termination of the Agreement or any Order Form for any reason:

13.5.1. (except in the case of termination due to the Customer's material breach of the Agreement), the Customer will be given restricted access to the Subscription Services for a period of ten days in which to recover their User Content. Etellect can provide a User Content recovery service to the Customer, should they wish to use it. Etellect reserves the right to charge for this service; and

13.5.2. each party shall immediately pay to the other all of that party's unpaid invoices and interest at the rate specified in the relevant Order Form, for any services for which no invoice has been raised and any work in progress. Each party shall invoice the other and the invoice shall be payable immediately on receipt.

13.6. Termination of the Agreement or any Order Form shall not affect any of the parties' rights and remedies that have accrued as at termination, including the right to claim damages (subject to the limitations contained herein) in respect of any breach of the Agreement or any Order Form that existed at or before the date of termination.

13.7. Etellect may retain User Content in backup media for an additional period of up to one year after the date of termination of the Agreement, or longer if required by law, provided it makes no further use of such User Content (except as provided for herein or as is required by law), keeps the User Content confidential in accordance with Clause 16, and supplies the Customer with a copy of the most recent back-up of the User Content within 30 days of the Customer's request (at the Customer's cost).

14. Warranty Disclaimer.

14.1. Except as expressly provided in the Agreement, the Subscription Services, Software and Professional Services are provided with no other warranties of any kind, and Etellect disclaims all other warranties, express or implied, including without limitation any warranty of merchantability or fitness for a particular purpose. Etellect does not warrant that the use of the Subscription Services shall be uninterrupted or error-free.

15. Limitation of Liability.

15.1. Neither party shall be liable under the Agreement for any indirect, special, incidental, punitive or consequential damages (including without limitation damages for loss of goodwill, work stoppage, computer failure or malfunction, lost or corrupted data, lost profits, lost business or lost opportunity), or any other similar damages under any theory of liability (whether in contract, tort/delict, strict liability or any other theory), even if the other party has been informed of this possibility. The Customer assumes all responsibility for the selection of the Subscription Services,

Software and Documentation necessary to achieve the Customer's intended results, and for the use and results of the Subscription Services or work product. Each party's total liability for any direct loss, cost, claim or damages of any kind related to the Agreement or the relevant Order Form shall not exceed the amount of the fees paid or payable by the relevant party under such relevant Order Form during the period of 12 months before the event giving rise to such loss, cost, claim or damages. However, there is no limitation on direct loss, claim or damages arising as a result of an infringement of either party's Intellectual Property rights by the other party, or a breach of Clause 16 or Clauses 21 and 22 of the Agreement by the other party.

15.2. Etellect's liability under the Agreement (except where provided otherwise in the Agreement to a lesser extent) shall be limited to the amount of professional indemnity insurance underwritten in the name of Etellect which shall be £1,000,000. This limitation shall not apply to a breach of Clauses 21 or 22.

16. Confidentiality

16.1. Each party may be given access to Confidential Information from the other party in order to perform its obligations under the Agreement and any Order Form. A party's Confidential Information shall not be deemed to include information that (i) is now, or subsequently becomes, through no act or failure to act on the part of receiving party (the "Receiver"), generally known or available; (ii) is known by the Receiver at the time of receiving such information, as evidenced by the Receiver's records; (iii) is subsequently provided to the Receiver by a third party, as a matter of right and without restriction on disclosure; or (iv) is required to be disclosed by law, provided that the party to whom the information belongs is given prior written notice of any such proposed disclosure.

16.2. Subject to clause 16.4, each party shall hold the other's Confidential Information in confidence and not make the other's Confidential Information available to any third party (other than to a consultant or a Sub-contractor for the purposes of the Agreement and which consultant or Sub-contractor shall have entered into undertakings of confidentiality in relation to the Confidential Information on terms no less onerous than those contained in this Clause 16), or use the other's Confidential Information for any purpose other than to carry out its obligations under the Agreement.

16.3. Each party shall take all reasonable steps to ensure that the other's Confidential Information to which it has access is not disclosed or distributed by its employees or agents in violation of the terms of the Agreement.

16.4. 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 a 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 and, where notice of disclosure is not prohibited and is given in accordance with this clause 16.4, it takes into account the reasonable requests of the other party in relation to the content of such disclosure.

16.5. No party shall make, or permit any person to make, any public announcement concerning the 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.

16.6. This clause 16 shall survive termination of the Agreement or any Order Form, howsoever arising.

17. Indemnification by Etellect.

17.1. Etellect shall indemnify and hold harmless the Customer its clients, its Affiliates, directors and employees from any damages finally awarded against the Customer (including, without limitation, reasonable costs and legal fees incurred by the Customer) arising out of any third party suit, claim or other legal action alleging that the use of the Subscription Services or Documentation by the Customer (other than User Content – see Clauses 4 and 18) infringes the Intellectual Property of any third party, ("Legal Action"). Etellect shall provide reasonable assistance in the defence of such Legal Action.

17.2. However, Etellect shall have no indemnification obligations for any Legal Action arising out of: (i) a combination of the Subscription Services and/or Software with software or products not supplied, or approved in writing by Etellect; (ii) any repair, adjustment, modification or alteration to the Subscription Services by the Customer or any third party, unless approved in writing by Etellect; or (iii) any refusal by the Customer to install and use a non-infringing version of the Subscription Services offered by Etellect under Clause 8.2(ii). Clause 8.2(ii) and this Clause 17 state the entire liability of Etellect with respect to any Intellectual Property infringement by the Subscription Services or Software or Documentation.

17.3. The Customer shall give written notice to Etellect of any Legal Action no later than 30 days after first receiving notice of a Legal Action, and shall give copies to Etellect of all communications, notices and/or other actions relating to the Legal Action. The Customer shall give Etellect the sole control of the defence of any Legal Action, shall act in

accordance with the reasonable instructions of Etellect and shall give Etellect such assistance as Etellect reasonably requests to defend or settle such claim. Etellect shall conduct its defence at all times in a manner that is not adverse to the Customer's interests. The Customer may employ its own counsel to assist it with respect to any such claim. The Customer shall bear all costs of engaging its own counsel, unless engagement of counsel is necessary because of a conflict of interest with Etellect or its counsel, or because Etellect fails to assume control of the defence. The Customer shall not settle or compromise any Legal Action without Etellect's express written consent. Etellect shall be relieved of its indemnification obligation under Clause 17 if the Customer materially fails to comply with Clause 17.3.

18. Indemnification by the Customer

18.1. The Customer shall indemnify and hold harmless Etellect, its Affiliates, directors, and employees from any damages finally awarded against Etellect (including, without limitation, reasonable costs and legal fees incurred by Etellect) arising out of any third party suit, claim or other legal action (including but not limited to any governmental investigations, complaints and actions) in connection with the User Content, including, without limitation, any action for infringement of any trademark, copyright, trade secret, right of publicity or privacy (including defamation), patent or other proprietary right with respect to the User Content ("Legal Claim").

18.2. Etellect shall give written notice to the Customer of any Legal Claim no later than 30 days after first receiving notice of a Legal Claim and shall give copies to the Customer of all communications, notices and/or other actions relating to the Legal Claim. Etellect shall give the Customer the sole control of the defence of any Legal Claim, shall act in accordance with the reasonable instructions of the Customer and shall give the Customer such assistance as the Customer reasonably requests to defend or settle such claim. The Customer shall conduct its defence at all times in a manner which is not adverse to Etellect's interests. Etellect may employ its own counsel to assist it with respect to any such claim. Etellect shall bear all costs of engaging its own counsel, unless engagement of counsel is necessary because of a conflict of interest with the Customer or its counsel, or because the Customer fails to assume control of the defence. Etellect shall not settle or compromise any Legal Claim without the Customer's express written consent. The Customer shall be relieved of its indemnification obligation under Clause 18 if Etellect materially fails to comply with Clause 18.2.

19. Publicity.

Etellect may list the Customer as a customer and use the Customer's logo on Etellect's website, on publicly available Customer lists, and in media releases with the Customer's consent, such consent not to be unreasonably withheld.

20. Miscellaneous.

20.1. The Agreement represents the entire express agreement of the parties, and supersedes any prior or current agreements or understandings, whether written or oral. If there is a conflict between the Agreement and an Order Form, the Order Form shall prevail.

20.2. The Agreement may not be changed or any part waived except by written agreement between the parties.

20.3. The Agreement shall be governed by the laws of Scotland. The parties consent to the exercise of exclusive jurisdiction of the Scottish courts.

20.4. Neither party shall assign or otherwise transfer any of its rights or obligations under the Agreement without the prior written consent of the other party.

20.5. The language of the Agreement shall be English.

20.6. The time zone of the Agreement shall be Greenwich Mean Time.

21. Data Processing.

21.1. Both parties will comply with all applicable requirements of the Privacy Legislation. This Clause 21 is in addition to, and does not relieve, remove or replace a party's obligations or rights under the Privacy Legislation.

21.2. The provisions of the Agreement shall apply to the processing of the Personal Data carried out for the Customer by Etellect, and to all Personal Data held by Etellect in relation to all such processing whether such Personal Data is held at the date of the Agreement or received afterwards.

21.3. The Agreement shall continue in full force and effect for so long as Etellect is processing Personal Data on behalf of the Customer.

21.4. Etellect is only to process the Personal Data received from the Customer:

21.4.1. for the purposes of the Agreement and not for any other purpose;

21.4.2. to the extent and in such a manner as is necessary for those purposes; and

21.4.3. strictly in accordance with the Agreement or otherwise with the express written authorisation and instructions of the Customer (which may be specific instructions or instructions of a general nature or as otherwise notified by the Customer to Etellect).

21.5. Schedule 1 sets out the scope, nature and purpose of processing by Etellect, the duration of processing and the types of Personal Data and categories of data subject.

21.6. All instructions given by the Customer to Etellect shall be made in writing and shall at all times be in compliance with the Privacy Legislation and other applicable laws. Etellect shall act only on such written instructions from the Customer unless Etellect is required by law to do otherwise (as per Article 29 of the UK GDPR).

21.7. Etellect shall promptly assist the Customer (where the Customer cannot do this itself via the Subscription Services) in complying with a legitimate data subject request to amend, transfer, delete, or otherwise dispose of Personal Data. Where permitted to do so by law, Etellect may charge a reasonable fee for providing such assistance.

21.8. Both Parties shall comply at all times with the Privacy Legislation and other applicable laws and shall not perform their obligations under the Agreement or any other agreement or arrangement between themselves in such way as to cause either party to breach any of its applicable obligations under the Privacy Legislation.

21.9. The Customer hereby warrants, represents, and undertakes that the Personal Data shall comply with the GDPR in all respects including, but not limited to, its collection, holding, and processing.

21.10. Etellect agrees to comply with any reasonable measures required by the Customer to ensure that its obligations under the Agreement are satisfactorily performed in accordance with any and all applicable legislation from time to time in force (including, but not limited to, the UK GDPR) and any best practice guidance issued by the ICO.

21.11. Etellect shall provide all reasonable assistance (at the Customer's cost) to the Customer in complying with its obligations under the Privacy Legislation with respect to the security of processing, the notification of Personal Data breaches, the conduct of data protection impact assessments, and in dealings with the ICO.

21.12. When processing the Personal Data on behalf of the Customer, Etellect shall:

21.12.1. not process the Personal Data outside the European Economic Area (all EU member states, plus Iceland, Liechtenstein, and Norway) ("EEA") other than the United Kingdom (which shall be permitted) without the prior written consent of the Customer and, where the Customer consents to such a transfer to a country that is outside of the EEA, to comply with the obligations of Data Processors under the provisions applicable to transfers of Personal Data to third countries set out in Chapter 5 of the UK GDPR by providing an adequate level of protection to any Personal Data that is transferred and providing appropriate safeguards in relation to the transfer;

21.12.2. not transfer any of the Personal Data to any third party without the written consent of the Customer and, in the event of such consent, the Personal Data shall be transferred strictly subject to the terms of a suitable agreement, as set out in Clause 21.21;

21.12.3. process the Personal Data only to the extent, and in such manner, as is necessary in order to comply with its obligations to the Customer or as may be required by law (in which case, Etellect shall inform the Customer of the legal requirement in question before processing the Personal Data for that purpose unless prohibited from doing so by law);

21.12.4. implement appropriate technical and organisational measures, and take all steps necessary to protect the Personal Data against unauthorised or unlawful processing, accidental loss, destruction, damage, alteration, or disclosure;

21.12.5. make available to the Customer any and all such information as is reasonably required and necessary to demonstrate Etellect's compliance with the GDPR; and

21.12.6. inform the Customer immediately if it is asked to do anything that infringes the GDPR or the Privacy Legislation.

21.13. Etellect shall, at the Customer's cost, assist the Customer in complying with its obligations under the Privacy Legislation. In particular, the following shall apply to data subject access requests, complaints, and data breaches.

21.14. Etellect shall notify the Customer without undue delay if it receives:

21.14.1. a subject access request from a data subject; or

21.14.2. any other complaint or request relating to the processing of the Personal Data.

21.15. Etellect shall, at the Customer's cost, cooperate fully with the Customer and assist as required in relation to any subject access request, complaint, or other request, including by:

21.15.1. providing the Customer with full details of the complaint or request;

21.15.2. providing the necessary information and assistance in order to comply with a subject access request;

21.15.3.   providing the Customer with any Personal Data it holds in relation to a data subject (within the timescales required by the Customer); and

21.15.4.   providing the Customer with any other information requested by the Customer.

21.16.   Etellect shall notify the Customer immediately if it becomes aware of any form of Personal Data breach, including any unauthorised or unlawful processing, loss of, damage to, or destruction of any of the Personal Data.

21.17.   The Customer shall be liable for, and shall indemnify (and keep indemnified) Etellect in respect of any and all action, proceeding, liability, cost, claim, loss, expense (including reasonable legal fees and payments on a solicitor and client basis), or demand suffered or incurred by, awarded against, or agreed to be paid by, Etellect and any Sub-Processor arising directly or in connection with:

21.17.1.   any non-compliance by the Customer with the Privacy Legislation or other applicable legislation;

21.17.2.   any Personal Data processing carried out by Etellect or Sub-Processor in accordance with instructions given by the Customer that infringe the Privacy Legislation or other applicable legislation; or

21.17.3.   any breach by the Customer of its obligations under the Agreement, except to the extent that Etellect or a Sub-Processor is liable under sub-Clause 21.18.

21.18.   Etellect shall be liable for, and shall indemnify (and keep indemnified) the Customer in respect of any and all action, proceeding, liability, cost, claim, loss, expense (including reasonable legal fees and payments on a solicitor and client basis), or demand suffered or incurred by, awarded against, or agreed to be paid by, the Customer arising directly or in connection with Etellect's Personal Data processing activities that are subject to the Agreement:

21.18.1.   only to the extent that the same results from Etellect's or a Sub-Processor's breach of the Agreement; and

21.18.2.   not to the extent that the same is or are contributed to by any breach of the Agreement by the Customer.

21.19.   The Customer shall not be entitled to claim back from Etellect or a Sub-Processor any sums paid in compensation by the Customer in respect of any damage to the extent that the Customer is liable to indemnify Etellect or Sub-Processor under sub-Clause 21.17.

21.20.   Nothing in the Agreement (and in particular, this Clause 21) shall relieve either party of, or otherwise affect, the liability of either party to any data subject, or for any other breach of that party's direct obligations under the Privacy Legislation. Furthermore, Etellect hereby acknowledges that it shall remain subject to the authority of the ICO and shall co-operate fully therewith, as required, and that failure to comply with its obligations as a Data Processor under the UK GDPR may render it subject to the fines, penalties, and compensation requirements set out in the Privacy Legislation.

21.21.   In the event that Etellect appoints a Sub-Processor, Etellect shall:

21.21.1. enter into a Sub-Processing Agreement with the Sub-Processor which shall impose upon the Sub-Processor the same or similar obligations as are imposed upon Etellect by the Agreement;

21.21.2. ensure that the Sub-Processor complies fully with its obligations under the Sub-Processing Agreement and the GDPR; and

21.21.3. remain fully liable to the Customer for performance of the Sub-Processor's obligations to the extent the Sub-Processor fails to fulfil their data protection obligations.

21.22.   Except as provided otherwise herein, Etellect shall, 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 applicable law to store the Personal Data (and for these purposes the term "delete" shall mean to put such data beyond use).

21.23.   Etellect shall maintain complete and accurate records and information to demonstrate its compliance with this Clause 21 and immediately inform the Customer if, in the opinion of Etellect, its instruction infringes the DPA or UK GDPR or applicable laws.

22. Data Sharing

22.1. In certain circumstances, Etellect and a Customer may require to share data which includes Personal Data for example to improve and enhance User experience and (2) to perform and/or improve the Services and (3) to obtain relevant marketing, demographic, clinical and other appropriate information from Etellect.

22.2. The parties shall not process the Shared Personal Data for any purpose or in any way that is incompatible with the Stated Purposes.

22.3. The Shared Personal Data shall be disclosed by one party to another only to the extent reasonably necessary for the Stated Purposes.

22.4. Each party shall appoint a data protection officer and/or at least one other of its representatives as a point of contact for all issues relating to the sharing of the Shared Personal Data and the UK GDPR (including, but not limited to, compliance, training, and the handling of Personal Data breaches).

22.5. Both parties shall at all times during the Subscription Term comply with their obligations as Data Controllers, the rights of data subjects, and all other applicable requirements under the UK GDPR. These Terms and Conditions are in addition to, and do not relieve, remove, or replace either party's obligations under the Privacy Legislation. Any material breach of the Privacy Legislation by either party shall, if not remedied within 14 days of written notice from the other party, give the other party grounds to terminate the Agreement with immediate effect.

22.6. The extent of the Shared Personal Data, including any applicable restrictions relating to will be agreed between the parties and set out in writing.

22.7. Each party shall ensure that the Shared Personal Data is accurate and up-to-date prior to its disclosure to the other party.

22.8. The parties shall use compatible technology for the processing of the Shared Personal Data in order to preserve accuracy.

22.9. Both parties shall at all times during the Term process the Shared Personal Data fairly and lawfully.

22.10. Both parties shall ensure that they have legitimate grounds for processing the Shared Personal Data under the Privacy Legislation.

22.11. Both parties shall ensure that they have in place all required notices and consents in order to enable the sharing of the Shared Personal Data under the Agreement. In particular, the parties shall ensure that data subjects are provided with clear and sufficient information about the following:

  22.11.1. the purposes for which their Personal Data is to be processed;

  22.11.2. the legal basis upon which it is relying for such purposes;

  22.11.3. the fact that their Personal Data is to be transferred to a third party and sufficient detail about the transfer to enable the data subject to understand the purpose of the transfer and any risks associated therewith; and

  22.11.4. in the event that their Personal Data is to be transferred outside of the United Kingdom or EEA, the fact that such a transfer is to take place and sufficient detail about the transfer to enable the data subject to understand the purpose of the transfer and any risks associated therewith; and

  22.11.5. all other information required under Article 13 of the UK GDPR.

22.12. The parties shall assist one another in complying with their respective obligations and the rights of data subjects under the Privacy Legislation. Such assistance shall include, but not be limited to:

  22.12.1. consulting with the other party with respect to information and notices provided to data subjects relating to the Shared Personal Data;

  22.12.2. informing the other party about the receipt of data subject access requests and providing reasonable assistance in complying with the same;

  22.12.3. not disclosing or otherwise releasing any Shared Personal Data in response to a data subject access request without prior consultation with the other party, whenever reasonably possible;

  22.12.4. assisting the other party at the cost of the other party in responding to any other data subject request.

22.13. Each party shall maintain records of all data subject requests received, the decisions made in response, and any information provided to the data subject(s) concerned. Such records shall include copies of the request, details of any data accessed and shared, and, if applicable, details of any further correspondence, telephone conversations, or meetings relating to the request.

22.14. Each party shall hold and process the Shared Personal Data only for so long as is necessary for the fulfilment of the Stated Purposes.

22.15. In the event that any statutory or similar retention periods apply to any of the Shared Personal Data, the relevant Personal Data shall be retained by the relevant party in accordance therewith.

22.16. The parties shall delete (or otherwise dispose of) or at a party's option anonymise the Shared Personal Data (or the relevant part thereof) and any and all copies thereof or, on the written request of the other party, other than in the case of anonymised data, return it to the other disclosing party, subject to any legal requirement to retain any applicable Personal Data, in the following circumstances:

  22.16.1. upon the termination or expiry of the Agreement; or

  22.16.2. once the Stated Purposes have been fulfilled and it is no longer necessary to retain the Shared Personal Data (or the relevant part thereof) in light of the Stated Purposes;
    whichever is earlier.

22.17. All Shared Personal Data to be deleted or disposed of or anonymised under the Agreement shall be deleted or disposed of using methods compliant with the Privacy Legislation.

22.18. Following the deletion and/or disposal or anonymisation of the Shared Personal Data (as applicable), the party deleting or disposing of the data shall notify the other party of the same in writing, confirming that the Shared Personal Data has been deleted or disposed of or anonymised using methods compliant with the Privacy Legislation.

22.19. For the purposes of this Clause the transfer of Shared Personal Data shall refer to any sharing of the Shared Personal Data by a party with a third party. Such sharing shall include, but not be limited to, the appointment of a third-party Data Processor and sharing the Shared Personal Data with a third-party Data Controller.

22.20. In the event that a party wishes to appoint a third-party Data Processor, it shall remain liable to the other party for any acts and/or omissions of the third-party processor and it shall comply with Articles 28 and 30 of the UK GDPR.

22.21. Neither party shall transfer any of the Shared Personal Data outside of the United Kingdom or EEA unless:

22.21.1. that party complies with the provisions of Article 26 of the UK GDPR (where the third party is a joint controller); and

22.21.2. that party ensures that the transfer is to a country that the European Commission has determined (by means of an adequacy decision) offers an adequate level of data protection, pursuant to Article 45 of the UK GDPR; there are appropriate safeguards in place pursuant to Article 46 of the GDPR; or one of the derogations for specific situations set out in Article 49 of the UK GDPR applies.

22.22. A party shall transfer the Shared Personal Data to the other party using methods compliant with the Privacy Legislation.

22.23. Both parties shall ensure that they have in place appropriate technical and organisational measures as reviewed and approved by the other party, to protect against the unauthorised or unlawful processing of, and against the accidental loss or destruction of, or damage to, the Shared Personal Data, having regard to the state of technological development and the cost of implementing any such measures.

22.24. When putting appropriate technical and organisational measures in place, both parties shall ensure a level of security appropriate to the nature of the Shared Personal Data which is to be protected, and to the potential harm resulting from the unauthorised or unlawful processing of, the accidental loss or destruction of, or damage to, the Shared Personal Data.

22.25. All technical and organisational measures put in place by both parties shall be reviewed regularly by the respective party, updating such measures upon the agreement of the other party as appropriate throughout the Term of the Agreement.

22.26. Both parties shall ensure that any and all of their representatives by whom the Shared Personal Data is to be handled and processed are appropriately trained to do so in accordance with the Privacy Legislation and with the requisite technical and organisational measures.

22.27. The parties shall further ensure that any of their respective representatives to whom the Shared Personal Data is to be disclosed are subject to contractual obligations in relation to confidentiality and data protection that bind those Representatives and that are same as the obligations imposed upon the parties by the Agreement.

22.28. In the event of a dispute or claim brought by a data subject or the ICO concerning the processing of Shared Personal Data against either or both parties, the parties will inform each other about any such disputes or claims and will cooperate with a view to settling them amicably in a timely fashion.

22.29. The parties agree to respond to any generally available non-binding mediation procedure initiated by a data subject or by the supervisory authority. If they do participate in the proceedings, the parties may elect to do so remotely (such as by telephone or other electronic means). The parties also agree to consider participating in any other arbitration, mediation, or other dispute resolution proceedings developed for data protection disputes.

23. Feedback and Modifications

23.1. The Customer hereby acknowledges that upon submitting Feedback to Etellect, the Customer automatically grants to Etellect a worldwide, perpetual, irrevocable, royalty free licence to use that Feedback in any way Etellect deems appropriate including, but not limited to:

23.1.1. The use, publication, distribution, transmission, broadcasting, licensing, sub-licensing, leasing, lending and sale of the Feedback; and

23.1.2. The creation, use, publication, distribution, transmission, broadcasting, licensing, sub-licensing, leasing, lending and sale of any derivative works based upon the Feedback.

23.2. Etellect's use of the Feedback shall not bestow any rights or interests upon the Customer whatsoever.

23.3. The Customer hereby acknowledges that any modifications made to the Software at the request or suggestion of the Customer will belong to and be the Intellectual Property of Etellect.

24. Change Orders.

24.1. If the Customer wishes to amend the scope of an Order Form, the parties will use all reasonable endeavours to agree to a Change Order. Each Change Order shall detail the requested changes to the applicable task, responsibility, duty, budget, work programme or other matter. The Change Order will become effective upon the execution of the Change Order by both parties and will include a specified period of time (as agreed upon by the parties) within which Etellect will implement the changes and any increase in price.

24.2. Both parties agree to act in good faith and promptly when considering a Change Order requested by the other party. Etellect reserves the right to postpone effecting material changes in the scope of Professional Services until such time as the parties agree to and execute the corresponding Change Order.

25. Entire Agreement

The Agreement and each Order Form comprises the entire Agreement between the Parties and supersedes all previous agreements between the Parties. The Agreement can only be altered or amended by either an Order Form or a Change Order.

PART FOUR – DEFINITIONS.

26. Glossary.

26.1. "**Affiliate**" means an entity which controls, is controlled by, or is under common control with, a party, and control means the ability to vote 50% or more of the voting securities of any entity or otherwise having the ability to influence and direct the polices and direction of an entity;

26.2. "**Change Order**" means a written statement signed by the parties recording any (a) change in the details of an Order Form, or (b) change in the assumptions upon which the Order Form is based (including, but not limited to, changes in an agreed starting date for a Subscription or Professional Services or suspension of the services by the Customer or (c) any changes in the fees, costs and/or time lines;

26.3. "**Confidential Information**" means any information that is proprietary or confidential which either party directly or indirectly discloses, or makes available, to the other, including but not limited to, the existence and terms of the Agreement, all confidential or proprietary information relating to the business, affairs, operations, processes, product information, know-how, technical information, designs, trade secrets or software and/or Intellectual Property of the party disclosing such information;

26.4. "**Content**" means any text, graphics, images, audio, video, software, data compilations including, but not limited to, text, graphics, logos, icons, sound clips, video clips, data compilations, page layout, underlying code and software and any other form of information capable of being stored in a computer that appears on, is uploaded to or forms part of the Subscription Services or the Platform; BUT excluding User Content;

26.5. "**Database**" means the database stored on the Platform which contains inter alia User Content;

26.6. "**Data Controller**", "**Data Processor**", "**Personal Data**" "**processing**" and "**data subject**" shall have the meanings ascribed to them in the UK GDPR (Data Controller shall have the same meaning as "Controller" and Data Processor shall have the same meaning as "Processor" under the UK GDPR);

26.7. "**DPA**" means the Data Protection Act 2018 and any modification, amendment or re-enactment thereof;

26.8. "**Documentation**" means user documentation provided electronically by Etellect for use with the Subscription Services, as periodically updated;

26.9. "**EULA**" means the End User Licence Agreement in the form set out in PART SEVEN of the Agreement;

26.10. "**Feedback**" means all comments, suggestions, requests, requirements, improvements, feedback, or other input the Customer and Users provide regarding any products or services owned or supplied by Etellect or its Affiliates;

26.11. "**Force Majeure**", means circumstances beyond the control of Etellect which shall include (but shall not be limited to) acts of God, perils of the sea or air, fire, flood, drought, explosion, sabotage, accident, embargo, riot, civil commotion, including acts of local government and parliamentary authority, disease, epidemic or pandemic (whether naturally occurring or man-made); inability to supply the Subscription Services and or the Professional Services, materials, breakdown of Local Equipment and labour disputes of whatever nature and for whatever cause arising including (but without prejudice to the generality of the foregoing) work to rule, overtime bars, strikes and lockouts and whether between either of the parties hereto and any or all of its employees and/or any other employer and any or all of its employees and/or between any two or more groups of employees (and whether of either of the parties hereto or any other employer);

26.12. "**GDPR**" means the General Data Protection Regulation (Regulation (EU) 2016/679);

26.13. "**ICO**" means the UK's supervisory authority, the Information Commissioner's Office;

26.14. **"Industry Best Practice"** means the standard of care, attention, diligence, expertise, knowledge, methods and practice expected of a competent and experienced professional in the IT and Cyber Security profession;

26.15. **"Initial Subscription Term"** means the first Subscription Term specified in the first Order Form;

26.16. "**Insolvency Event**" means the other party (a) enters liquidation, or a winding up petition is presented against the company; (b) has a receiver, liquidator, administrator, trustee or an individual with a similar role appointed over any of its assets; (c) proposes to make any arrangements with its creditors or passes a resolution to place the company into liquidation; or (d) suffers an event which, under the law of a different country, is equivalent to any of the previously specified acts or events;

26.17. "**Intellectual Property**" means patents, trademarks, trade name, service mark, copyright, trade secrets, know-how, process, technology, development tool, ideas, concepts, design right, domain names, moral right, database right, methodology, algorithm and invention, and any other proprietary information (whether registered, unregistered, pending or applied for);

26.18. **"Local Equipment"** means the Customer or User's own on-premise equipment including hardware and software environment which is used in connection with the Software Services, which comprise of, but is not limited to - server computers (whether virtual or not), Desktop PC's, Laptops or any other portable device, storage systems and relative hardware, firmware, operating software, operating system software, networking software, database software, anti-virus and security software, switches, power supplies and telecommunications infrastructure, internet connection, broadband availability and infrastructure, routers, Printers, associated peripheral devices or accessories whether fixed or portable;

26.19. "**Order Form**" means a document provided by Etellect and signed by the Customer that describes the Subscription Services and Professional Services being purchased and/or licensed by the Customer in terms of the Agreement and any additional conditions pertaining thereto substantially in the form comprising PART SIX of the Agreement;

26.20. "**Platform**" means the hardware and software environment in which the software element of the Subscription Services operates, which comprises one or more server computers (whether virtual or not), mirroring/duplicating/back-up and storage systems and relative hardware operating software, virtual machine software (where relevant), operating system software, database software, anti-virus and security software, switches, power supplies and telecommunications infrastructure;

26.21. **"Privacy Legislation"** means the DPA, the retained EU law version of the GDPR (the "UK GDPR"), as it forms part of the law of England and Wales, Scotland, and Northern Ireland by virtue of section 3 of the European Union (Withdrawal) Act 2018, the Regulation of Investigatory Powers Act 2000, the Telecommunications (Lawful Business Practice) (Interception of Communications) Regulations 2000 (SI 2000/2699), the Electronic Communications Data Protection Directive (2002/58/EC), the Privacy and Electronic Communications (EC Directive) Regulations 2003 (SI 2426/2003) and all applicable laws and regulations relating to the processing of personal data and privacy, including where applicable the guidance and codes of practice issued by the ICO (as amended or replaced from time to time);

26.22. "**Privacy Policy**" means Etellect's policy relating to User Content and compliance with (amongst others) the Privacy Legislation from time to time, the current version of which is located here [ ];

26.23. "**Professional Services**" means the training, consulting, development and other professional services identified on an Order Form but does not include the Subscription Services;

26.24 **"Services"** means the Professional Services and the Subscription Services as the case may be;

26.25. "**Shared Personal Data**" means the personal data and special category personal data to be shared between Etellect and the Customer under these Terms and Conditions;

26.26. "**SLA**" means a Service Level Agreement in the form set out in PART FIVE of the Agreement;

26.27. "**Software**" means the Etellect© proprietary operating software and the Third-Party Software written in object and source code residing on and used for operating the Platform and the Subscription Services as Updated and Upgraded from time to time;

26.28. **"Stated Purposes" means** the purposes agreed between Etellect and a Customer in writing in terms of which Etellect and a Customer will share Personal Data;

26.29. "**Sub-Processor**" means a sub-processor appointed by Etellect to process the Personal Data;

26.30. "**Sub-Processing Agreement**" means an agreement between Etellect and a Sub-Processor governing the Personal Data processing carried out by the Sub-Processor, as described in Clause 21;

26.31. "**Subscription Services**" means the hosted Customer experience solutions identified in an Order Form, and any modifications periodically made by Etellect, but does not include the Professional Services;

26.32. "**Subscription Term**" means the period of time during which Etellect is required to provide the Customer with the Subscription Services as specified in the relevant Order Form;

26.33. "**Third-Party Software**" means software other than the Software which belongs to third parties and in relation to which Etellect has the right to grant sub-licenses;

26.34. "**Update**" means any update, update rollup, service pack, feature pack, critical update, security update, or hotfix that is used to improve or to fix a software product;

26.35. "**Upgrade**" means a software package that replaces an installed version of a product with a newer version of the same product, typically leaving existing customer data and preferences intact while replacing the existing software with the newer version;

26.36. "**User**" means the Customer and any of its employees, or a person to whom the Customer has outsourced services, that has permission to accesses the Subscription Services as a named user and is not employed by Etellect and acting in the course of their employment;

26.37. "**User Content**" means any text, graphics, images, audio, video, software, data compilations and any other form of information capable of being stored in a computer that appears on, is uploaded to or forms part of a User Site or the Subscription Services and has been uploaded by a User;

26.38. "**User Site**" means a partition/tenancy/instance on the Platform created by Etellect for the Customer and/or User or Users accessing the Subscription Services which shall contain User Content and shall be hosted on the Platform;

26.39. **"Working Day"** means any day (1) which is neither a Saturday or a Sunday or a public holiday in any part of the United Kingdom and (2) upon which the Bank of England is open for business.

PART FIVE – SLA

1. Server availability Service Level Agreement (SLA)

This SLA is designed to ensure that Etellect meets the needs of its Customers and it outlines what levels of service can be expected.

Service Line	SLA	KPI (%)
System Availability	To be made available to Users 24/7	99
Support Hours:	Etellect will respond within defined service levels (see below)	99
Technical Support - Second Line	Available 9.00am – 5.00pm GMT	99

2. Incident Resolution Targets

	Severity Description	Response	Resolution
2.1.	Unplanned outage impacting multiple Users	1hr	<24 hrs
2.2.	Outage / severe disruption to service for several Users	2hrs	within 2 Working Days
2.3.	Reduced functionally causing disruption to business	4hrs	within 3 Working Days
2.4.	Non-urgent / reduced functionality with low impact	8hrs	within 5 Working Days
2.5.	On Demand Professional services requests for installations etc.	8hrs	Agree with Customer

Etellect shall use reasonable endeavours to provide the helpdesk support services in accordance with these Service Levels and Response Times. These Response times refer only to the time within which Etellect shall respond to a helpdesk support request.

Etellect gives no guarantee as to the time any given issue may take to resolve save that it hereby undertakes to use reasonable endeavours to resolve issues as quickly as is reasonably possible within the target resolution times specified in the table above.

3. **Support provided under the Agreement shall include:**

   3.1. Help Desk facilities.

       3.1.1. Due to the close working relationship required during the proof of concept, Etellect will appoint a dedicated account manager who will be the first and primary point of contact for all communications.

       3.1.2. For software issues, the Customer can email support@Etellect.com to contact the Etellect Help Desk which is available during normal business hours (Contracted Hours)

       3.1.3. The Customer Contact must submit sufficient material and information to enable Etellect support staff to duplicate the problem. A support technician will be assigned and will attempt to solve a problem immediately, or as soon thereafter as possible. When appropriate, the support technician will give an estimate of how long it will take to resolve. The technician will do their best to keep the Customer advised on the progress of problem resolution.

       3.1.4. The help desk includes an on-line Support facility: The Customer shall ensure the availability at its expense of compatible Local Equipment including software, hardware, communications infrastructure and provide adequate broadband facilities for on-line problem resolution. Etellect will work with the Customer's hardware supplier where necessary to ensure that remote support facilities are setup according to requirements.

       3.1.5. The help desk is strictly not a training facility. Its objective is to troubleshoot and resolve Software Operational Issues.

       3.1.6. The help desk is not a hardware or Local Equipment IT support facility. Etellect does not support or warrant the Customer's Local Equipment, or any other system or service that the Customer subscribes to. Its sole purpose is to support the Etellect Software only. Anything else is strictly the Customer's responsibility.

       3.1.7. Additional Service Levels: additional service levels shall be as follows:

           3.1.7.1. Etellect will maintain a help desk staffed by skilled, trained professionals.

           3.1.7.2. The help desk is equipped with a purpose designed management system that allows Customer/User calls to be logged, tracked, traced and reported.

           3.1.7.3. All requests are logged and prioritised, against this priority Etellect will respond to Customer/User requests.

           3.1.7.4. During "Contracted hours", Etellect will log all Customer/User calls to the Helpdesk.

           3.1.7.5. "Contracted hours" are Monday to Friday- 9am to 5pm Monday to Friday GMT.

           3.1.7.6. A restricted service is provided on public holidays.

   3.2. Help Desk Procedures:

       3.2.1. Answer the support case, received via email:

           3.2.1.1. Update the Case database

           3.2.1.2. Agree case priority

           3.2.1.3. Give the user a case reference if necessary

       3.2.2. Take action on the case:

           3.2.2.1. Confirm that this is a Etellect problem

           3.2.2.2. Interrogate the Help Desk database

           3.2.2.3. Use reasonable endeavours to resolve the problem reported by Customer/User

           3.2.2.4. Report to Customer if problem cannot be resolved

           3.2.2.5. Pass to a third party if not an Etellect problem

           3.2.2.6. Inform Customer of progress

       3.2.3. Close the case:

           3.2.3.1. Inform Customer of resolution

           3.2.3.2. Update the Help Desk System Database

           3.2.3.3. Performance Analysis / reporting

           3.2.3.4. Review/Update the Help Desk Database

           3.2.3.5. Review Service Level

       3.2.4. Correction of critical errors or assistance to overcome problems.

       3.2.5. Etellect may, at its sole discretion, correct errors by "patch" or by version update.

       3.2.6. Provision of Information on availability of new versions of Licensed Software.

3.2.7. Provision Consultancy advice (chargeable at agreed rates may apply where appropriate) on Software development,

3.2.8. enhancements and modifications, together with estimates for the same.

3.2.9. Provide Installations and Re-installations of Etellect as are required and reasonable to support use of Etellect software.

3.3.

PART SIX – ORDER FORM

The following Order Form is a template to be used and completed each time the Customer wishes to order new Subscription or Professional Services and the terms have been agreed between the parties.

This Order Form ("Order Form") is between **ETELLECT LTD.,** a company incorporated in Scotland with registered number SC204571 and whose registered office is at Merlin House Mossland Road, Hillington Park, Glasgow, G52 4XZ (**"Etellect"**) and **[.] LIMITED**, a private limited company incorporated in [.] (Registered No. [.]) and having its registered office at [.], (**"the Customer"**)

The parties hereby agree as follows:

1.1. This document constitutes an **"Order Form"** in terms of Etellect's Terms and Conditions which can be viewed here https://etellect.com/terms-and-conditions **("Terms and Conditions")**. This Order Form forms part of the Agreement, and this Order Form is subject to the terms and provisions of the Agreement.

1.2. In this Order Form, unless specified otherwise, words and phrases shall have the same meanings as those in the Terms and Conditions.

Subscription Services
1. [Insert description of Software]
2. Number of Users:
3. Price per User:
4. Subscription Term

Professional Services:
2. Customisation/White-labelling:
   2.1. Translation
   2.2. New Functionality
   2.3. Evaluation
   2.4. Evaluation Criteria
   2.5. Data/materials to be provided by Customer
   2.6. Resources to be provided by Customer
3. Acceptance Testing:
   3.1. Acceptance Testing Criteria
4. Programme for delivery of Professional Services
5. Training:
6. Provision of support and information to detect and clarify possible impositions and abuses of the Customer's business
7. [Others]
8. Fees:
   8.1. Milestone payments
   8.2. Invoicing Terms
   8.3. Currency [GBP]
   8.4. Exchange Rate
   8.5. Interest on late payment: [5% over Bank of Scotland Base Lending Rate]

Sub-contractors

Any Affiliates and Sub-contractors used in delivering either the Subscription Services or the Professional Services must be approved by the Customer (such approval not to be unreasonably withheld) and shall be bound by all the terms and conditions of the Agreement and this Order Form. The use of any approved Sub-contractor or Affiliate by Etellect will not absolve Etellect of its contractual obligations to the Customer under the Agreement and Etellect shall be liable to the Customer for the work carried out by any such Sub-contractor or Affiliate as if Etellect had carried out such work itself. Any Sub-contractors or consultants (other than Etellect's Affiliates) that will be used by Etellect in performing the Services are listed below:

[Specify all Sub-contractors and Affiliates to be used in delivering either the Subscription Services or the Professional Services]

Special Conditions:

[ ]

If there is any conflict or inconsistency between the terms of this Order Form and the Agreement, the terms of the Order Form shall have precedence.

This Order Form forms part of the Agreement.

ACKNOWLEDGED, ACCEPTED AND AGREED TO:

Etellect Ltd By: **[Customer]** By:

-------------------------------   -------------------------------
Name: Name:
Title: Title:

Date: Date:

PART SEVEN – EULA

The Agreement is between **ETELLECT LTD.,** a company incorporated in Scotland with registered number SC204571 and whose registered office is at Merlin House Mossland Road, Hillington Park, Glasgow, G52 4XZ (**"Etellect"**) and you (**"the User"**). This is a Click to Agree Contract from within the Software if the User wishes to be bound by these Terms and Conditions. If the User does not agree to be bound by these Terms and Conditions, the User cannot USE the Software.

The contract ("Agreement") between the User and Etellect will comprise:

1. these Terms and Conditions; and
2. the Privacy Policy;

PART ONE – SUBSCRIPTION SERVICES.

1.   Access to the Software.

Etellect grants to the User a non-exclusive, royalty based, non-sublicensable licence to Use the Software for the User's personal business use for the duration of the Agreement, subject to the following conditions: -

1.1. The Software is located on the Platform. Etellect has full administrative access rights to the Platform. Users may access the Software but have no right to administer the Platform or receive a copy of the object code or source code to the Software.

2.   Conditions of Use.

The rights to use the Software provided to the User are non-exclusive, non-transferable and are for the User's personal business use only. The User's right to use the Software is subject to the following conditions:-

the User shall not:

2.1.   Transfer to any other person any of its rights to use the Software;

2.2.   Sell, license, rent or lease the Software;

2.3.   Make the Software available to anyone who is not a User;

2.4.   Create any derivative works based upon the Software or Documentation;

2.5. Copy any feature, design or graphic in, or reverse engineer the Software (including without prejudice to the foregoing generality the graphical user interface and menu command hierarchy);

2.6. Access the Software (i) in order to build a competitive solution or to assist someone else to build a competitive solution; or (ii) if the User is an employee or contractor of a Etellect competitor;

2.7. Use the Software in a way that violates any criminal or civil law;

2.8. Load test the Software in order to test scalability; or,

2.9. Exceed any specified usage limits listed the Documentation.

3. User Content/Security

3.1. Users provide all data for use in the Software, and Etellect is not obliged to modify or add to User Content except as specified in Clause 4. The User is solely responsible for User Content and the accuracy of User Content.

3.2. User Content belongs to the User or its licensors, and Etellect makes no claim to any right of ownership in it.

3.3. Etellect shall keep User Content confidential in accordance with Clause 10 (Confidentiality).

3.4. Subject to the terms of Clause 4, Etellect shall only be entitled to use User Content strictly as necessary to carry out its obligations under the Agreement, and for no other purpose. However, Etellect:

3.4.1. may observe and report back to the User on the User's usage of the Software, and make recommendations for improved usage of the Software;

3.4.2. may identify trends and publish reports on its findings from data aggregated from User Sites provided such reports do not identify the User and otherwise anonymise the data and comply with the terms of Clause 10 (Confidentiality);

3.5. The parties shall comply with the principles of the Privacy Legislation and in accordance with the Privacy Policy.

3.6. Sharing of accounts is not permitted unless expressly authorised in writing by Etellect. Users must keep account details confidential and Users should not reveal their username or password to any unauthorised third parties. Etellect accepts no liability for any losses or damages incurred as a result of account details being shared in breach of the terms of this Agreement. It is recommended that Users do not save account details in their internet browser.

3.7. Passwords must be strong, robust, robust and difficult to break and changed on a regular basis.

3.8. Whereas as part of the Subscription Services, Etellect may host email accounts or other online communications infrastructure or subscription accounts (including the Etellect subscription itself) for Users, Etellect accepts no responsibility and shall not be liable for third parties accessing such email, online communications accounts or subscription accounts by way of breaking or hacking passwords. It is the responsibility of Users to ensure that all email, online communications accounts and subscription accounts are properly protected with robust passwords. The terms of Clause 4 apply to the use of any such email, online communications accounts and subscription accounts.

4. Acceptable Usage Policy

4.1. Without prejudice to the generality of Clause 2.7, when using the Software; Users should do so in accordance with the following rules:

4.1.1. Users must not use obscene or vulgar language;

4.1.2. User Sites may not contain any material that is unlawful or otherwise objectionable (including that which may be in breach of rules, regulations or legislation in force in the United Kingdom or any other jurisdiction in which the User's User Site can be lawfully accessed. This does not extend to material which may be automatically blocked in certain jurisdictions but that is lawful in the User's home country);

4.1.3. User Sites may not contain any material that is intended to promote or incite violence or any other unlawful conduct against any group, individual or animal. This includes, but is not limited to, the provision of instructions on how to assemble weapons of any kind, bombs, grenades or other explosive devices;

4.1.4. User Sites may not infringe the Intellectual Property rights of any third party including, but not limited to, copyright, trademarks, patents and designs;

4.1.5. User Sites may not contain any material that may contain viruses or other software or instructions that may damage or disrupt other software, computer hardware or communications networks;

4.1.6. User Sites may not be used for unauthorised mass-communications such as "spam" or "junk mail"; and

4.2. Etellect does not screen or pre-approve any User Site or User Content (although Users acknowledge that Etellect may do so if it wishes).

4.3. Etellect may edit a User Site to comply with the provisions of sub-Clause 4.1 without prior consultation. In cases of severe breaches of the provisions of sub-Clause 4.1, a User Site may be taken down and the relevant account may

be suspended or terminated. The User will not be informed in writing of the reasons for such alterations or take downs.

4.4.   Etellect accepts no responsibility or liability for any infringement of third-party rights by User Sites.

4.5.   Etellect will not be liable in any way or under any circumstances for any loss or damage that any User may incur as a result of such User Sites, or Etellect exercising its rights under this Agreement, nor for any errors or omissions in User Sites. Use of and reliance upon User Sites is entirely at the User's own risk.

4.6.   The User acknowledges that Etellect may retain copies of any and all communications, information, User Content and User Sites sent to Etellect.

5.   **Intellectual Property**

5.1.   Subject to the exceptions in Clause 6 of this Agreement, all Content, that is not User Content, and the Database and the Software and the Documentation are the property of Etellect, or Etellect's Affiliates or licensors. By continuing to use the Software the User acknowledges that such material is protected by applicable United Kingdom and international Intellectual Property and other laws.

5.2.   You may print, reproduce, copy, distribute, store or in any other fashion re-use Content from the Software for personal or educational purposes only unless otherwise given Etellect's express written permission to do so. Specifically, the User agrees that it will not systematically copy Content from the Software with a view to creating or compiling any form of comprehensive collection, compilation, directory or database unless given Etellect's express written permission to do so.

5.3.   In the event that new inventions, designs or processes evolve in performance of or as a result of this Agreement, the User acknowledges that the same shall be the property of Etellect unless otherwise agreed in writing by Etellect.

5.4.   Any trade mark, trade name or logo such as "Powered by Etellect" appearing on or in the Software is the property of Etellect and must not be copied, obscured or removed from the Software.

6.   **User Site Intellectual Property**

6.1.   The Intellectual Property rights subsisting in the User Content of User Sites belong to the User to which that/those User Site(s) pertain unless it is expressly stated otherwise.

6.2.   Where expressly indicated, certain Content available through User Sites and the Intellectual Property rights subsisting therein belongs to other parties.

6.3.   The third party Content described in this Clause 6, unless expressly stated to be so, is not covered by any permission granted by Clause 5 of these Terms and Conditions to use Content.

6.4.   For the avoidance of doubt, the Database (excluding the User Content therein) shall not be considered User Content.

7.   **Third Party Intellectual Property**

7.1.   Unless otherwise expressly indicated, all Intellectual Property rights including, but not limited to, Copyright and Trademarks, in Content belong to the manufacturers or distributors of such products as may be applicable.

7.2.   Subject to Clause 5 the User may not reproduce, copy, distribute, store or in any other fashion re-use Content unless otherwise indicated on the Software or the Documentation or unless given express written permission to do so by the relevant manufacturer or supplier.

8.   **Warranty Disclaimer.**

8.1.   Except as expressly provided in this Agreement, the Software and Professional Services are provided with no other warranties of any kind, and Etellect disclaims all other warranties, express or implied, including without limitation any warranty of merchantability or fitness for a particular purpose. Etellect does not warrant that the use of the Subscription Services shall be uninterrupted or error-free.

9.   **Limitation of Liability**

9.1.   Neither party shall be liable under the Agreement for any indirect, special, incidental, punitive or consequential damages (including without limitation damages for loss of goodwill, work stoppage, computer failure or malfunction, lost or corrupted data, lost profits, lost business or lost opportunity), or any other similar damages under any theory of liability (whether in contract, tort/delict, strict liability or any other theory), even if the other party has been informed of this possibility. Each party's total liability for any direct loss, cost, claim or damages of any kind related to this Agreement or the relevant Order Form shall not exceed the sum of £10,000. However, there is no limitation

on direct loss, claim or damages arising as a result of an infringement of either party's Intellectual Property rights by the other party, or a breach of the Privacy Legislation by the other party.

9.2. Etellect's liability under the Agreement (except where provided otherwise in this Agreement to a lesser extent) shall be limited to the amount of professional indemnity insurance underwritten in the name of Etellect which shall be £1,000,000. This limitation shall not apply to a breach of the Privacy Legislation.

10. Confidentiality

10.1. Each party may be given access to Confidential Information from the other party in order to perform its obligations under this Agreement. A party's Confidential Information shall not be deemed to include information that (i) is now, or subsequently becomes, through no act or failure to act on the part of receiving party (the "Receiver"), generally known or available; (ii) is known by the Receiver at the time of receiving such information, as evidenced by the Receiver's records; (iii) is subsequently provided to the Receiver by a third party, as a matter of right and without restriction on disclosure; or (iv) is required to be disclosed by law, provided that the party to whom the information belongs is given prior written notice of any such proposed disclosure.

10.2. Subject to clauses 10.4, each party shall hold the other's Confidential Information in confidence and not make the other's Confidential Information available to any third party (other than to a consultant or a Sub-contractor for the purposes of this Agreement and which consultant or Sub-contractor shall have entered into undertakings of confidentiality in relation to the Confidential Information on terms no less onerous than those contained in this Clause 10), or use the other's Confidential Information for any purpose other than to carry out its obligations under this Agreement.

10.3. Each party shall take all reasonable steps to ensure that the other's Confidential Information to which it has access is not disclosed or distributed by its employees or agents in violation of the terms of this Agreement.

10.4. 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 a 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 and, where notice of disclosure is not prohibited and is given in accordance with this clause 10.4, it takes into account the reasonable requests of the other party in relation to the content of such disclosure.

10.5. 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.

10.6. This clause 10 shall survive termination of this Agreement or any Order Form, howsoever arising.

11. Indemnification by the User

11.1. The User shall indemnify and hold harmless Etellect, its Affiliates, directors, and employees from any damages finally awarded against Etellect (including, without limitation, reasonable costs and legal fees incurred by Etellect) arising out of any third party suit, claim or other legal action (including but not limited to any governmental investigations, complaints and actions) in connection with the User Content, including, without limitation, any action for infringement of any trademark, copyright, trade secret, right of publicity or privacy (including defamation), patent or other proprietary right with respect to the User Content ("Legal Claim").

11.2. Etellect shall give written notice to the User of any Legal Claim no later than 30 days after first receiving notice of a Legal Claim and shall give copies to the User of all communications, notices and/or other actions relating to the Legal Claim. Etellect shall give the User the sole control of the defence of any Legal Claim, shall act in accordance with the reasonable instructions of the User and shall give the User such assistance as the User reasonably requests to defend or settle such claim. The User shall conduct its defence at all times in a manner which is not adverse to Etellect's interests. Etellect may employ its own counsel to assist it with respect to any such claim. Etellect shall bear all costs of engaging its own counsel, unless engagement of counsel is necessary because of a conflict of interest with the User or its counsel, or because the User fails to assume control of the defence. Etellect shall not settle or compromise any Legal Claim without the User's express written consent.

12. Law

12.1. This Agreement shall be governed by the laws of Scotland. The parties consent to the exercise of exclusive jurisdiction of the Courts of Scotland.

13. Feedback Feedback and Modifications

13.1. The User hereby acknowledges that upon submitting Feedback to Etellect, the User automatically grants to Etellect a worldwide, perpetual, irrevocable, royalty free licence to use that Feedback in any way Etellect deems appropriate including, but not limited to:

13.1.1. The use, publication, distribution, transmission, broadcasting, licensing, sub-licensing, leasing, lending and sale of the Feedback; and

13.1.2. The creation, use, publication, distribution, transmission, broadcasting, licensing, sub-licensing, leasing, lending and sale of any derivative works based upon the Feedback.

13.2. Etellect's use of the Feedback shall not bestow any rights or interests upon the User whatsoever.

13.3. The User hereby acknowledges that any modifications made to the Software at the request or suggestion of the User will belong to and be the Intellectual Property of Etellect.

PART TWO – DEFINITIONS.

14. Glossary.

14.1. **"Affiliate"** means an entity which controls, is controlled by, or is under common control with, a party, and **control** means the ability to vote 50% or more of the voting securities of any entity or otherwise having the ability to influence and direct the polices and direction of an entity;

14.2. **"Confidential Information"** means any information that is proprietary or confidential which either party directly or indirectly discloses, or makes available, to the other, including but not limited to, the existence and terms of the Agreement, all confidential or proprietary information relating to the business, affairs, operations, processes, product information, know-how, technical information, designs, trade secrets or software and/or Intellectual Property of the party disclosing such information;

14.3. **"Content"** means any text, graphics, images, audio, video, software, data compilations including, but not limited to, text, graphics, logos, icons, sound clips, video clips, data compilations, page layout, underlying code and software and any other form of information capable of being stored in a computer that appears on, is uploaded to or forms part of the Software or the Platform; BUT excluding User Content;

14.4. **"Database"** means the database stored on the Platform which contains *inter alia* User Content;

14.5. **"DPA"** means the Data Protection Act 2018 and any modification, amendment or re-enactment thereof;

14.6. **"Documentation"** means user documentation provided electronically by Etellect for use with the Software, as periodically updated;

14.7. **"Feedback"** means all comments, suggestions, requests, requirements, improvements, feedback, or other input the User provides regarding any products or Services owned or supplied by Etellect, its Affiliates and licensees;

14.8. **"GDPR"** means the General Data Protection Regulation (Regulation (EU) 2016/679);

14.9. **"Intellectual Property"** means patents, trademarks, trade name, service mark, copyright, trade secrets, know-how, process, technology, development tool, ideas, concepts, design right, domain names, moral right, database right, methodology, algorithm and invention, and any other proprietary information (whether registered, unregistered, pending or applied for);

14.10. **"Platform"** means the hardware and software environment in which the software element of the Software operates, which comprises one or more server computers (whether virtual or not), mirroring/duplicating/back-up and storage systems and relative hardware operating software, virtual machine software (where relevant), operating system software, database software, anti-virus and security software, switches, power supplies and telecommunications infrastructure;

14.11. **"Privacy Legislation"** means the DPA, the retained EU law version of the GDPR (the "UK GDPR"), as it forms part of the law of England and Wales, Scotland, and Northern Ireland by virtue of section 3 of the European Union (Withdrawal) Act 2018, the Regulation of Investigatory Powers Act 2000, the

Telecommunications (Lawful Business Practice) (Interception of Communications) Regulations 2000 (SI 2000/2699), the Electronic Communications Data Protection Directive (2002/58/EC), the Privacy and Electronic Communications (EC Directive) Regulations 2003 (SI 2426/2003) and all applicable laws and regulations relating to the processing of personal data and privacy, including where applicable the guidance and codes of practice issued by the Information Commissioner's Office (as amended or replaced from time to time);

14.12. "**Privacy Policy**" means Etellect's policy relating to User Content and compliance with (amongst others) the Privacy Legislation from time to time, the current version of which is located here https://etellect.com/privacy;

14.13. "**Software**" means the Etellect™ proprietary operating software and the Third Party Software written in object and source code residing on and used for operating the Platform and the Software as Updated and Upgraded from time to time;

14.14. "**Third Party Software**" means software other than the Software which belongs to third parties and in relation to which Etellect has the right to grant sub-licenses;

14.15. "**Update**" means any update, update rollup, service pack, feature pack, critical update, security update, or hotfix that is used to improve or to fix a software product;

14.16. "**Upgrade**" means a software package that replaces an installed version of a product with a newer version of the same product, typically leaving existing customer data and preferences intact while replacing the existing software with the newer version;

14.17. "**User**" means the person that has permission to accesses the Software as a named user and is not employed by Etellect and acting in the course of their employment;

14.18. "**User Content**" means any text, graphics, images, audio, video, software, data compilations and any other form of information capable of being stored in a computer that appears on, is uploaded to or forms part of a User Site or the Software and has been uploaded by a User;

14.19. "**User Site**" means a partition/tenancy on the Platform created by Etellect for a User or Users accessing the Software which shall contain User Content and shall be hosted on the Platform;

SCHEDULE 1

Processing, Personal Data and Data Subjects

4. Processing by Etellect

4.1   Scope –Etellect shall process Personal Data in order to provide the Subscription Services and Professional Services, as set out in this Agreement.

4.2   Nature: collection, recording, organisation, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction of data;

4.3   Purpose of Processing: To provide the Services to Customers and Users;

4.4   Duration of the Processing: The Subscription Term;

4.5   Types of Personal Data: email addresses, postal addresses and post codes, IP addresses

4.6   Categories of Data Subject: Customers and Users;

5. Rights and Obligations of Data Controller

5.1   The rights and obligations of the Data Controller set out in the Agreement and the Privacy Legislation.