

IRIS SOFTWARE GROUP GENERAL TERMS & CONDITIONS

BETWEEN:

- (I) IRIS Software Limited or the IRIS Group Company stated in an Order or invoice (“**IRIS/Supplier/We/Us/Our**”); and
- (II) The person/entity/firm/company either: (i) specified as the Customer in an Order; or (ii) using the Software or Services (“**Customer/You/Your**”).

In the event of any conflict or inconsistency between any of the parts of this Agreement (unless expressly stated otherwise) the terms of the part first appearing below shall prevail to the extent of the inconsistency:

- (i) the provisions of any Third Party Product/Software terms and conditions or EULA (if any, and only in respect to the applicable deliverables);
- (ii) the provisions of the Order;
- (iii) the provisions of these Terms and Conditions;
- (iv) the provisions of any other documents expressly incorporated by reference into the Agreement.

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Section 1: General Terms and Conditions – Definitions

“Agreement” means these Terms and Conditions, any Order, and any other documents expressly incorporated by reference in these Terms and Conditions or any Order and any amendments or variations to the Terms and Conditions or any Order;

“Authorised Users” means the total number of the Customer’s employees/temporary agency staff/contractors or authorised representatives that are licensed to access the Software/use the Services as specified in an Order;

“Business Day” means any day which is not a Saturday, Sunday or public/bank holiday in the United Kingdom;

“Charges” means the fees or charges specified in any Order or invoice and any other charges due pursuant to this Agreement both current at the date of this Agreement or revised by Us from time to time. All Charges exclude Value Added Tax (“VAT”) and any other applicable taxes;

“Commencement Date” means the date specified in an applicable Order or if not stated, the date when the Software or Services is made available for You to use;

“Concurrent Users” means the total number of the Customer’s Authorised Users or computer devices that are specified in a relevant Order as being authorised by Us to use or access the Software at any one time;

“Confidential Information” means (i) relating to disclosures by Us, all confidential information disclosed by Us including, but not limited to, Deliverables, commercial, financial, technical, operational or other information in whatever form (including without limitation information disclosed orally or as data, drawings, films, documents, computer readable material) whether or not the information is marked or designated “confidential” or proprietary including but not limited to the terms and conditions herein and in any Order. In the case of the Customer; (ii) relating to disclosures by the Customer, information designated as confidential in writing or information which ought to be in good faith considered confidential and proprietary;

“Consultants” means the employees, agents, subcontractors and third party professional consultants that We use to perform the Services;

“Control” means the ownership of an entity or firm, or the beneficial ownership of more than 50% of the issued share capital of a company or the legal power to direct or cause the direction of the management of the company and the expression change of control shall be construed accordingly;

“Current Release” means the most recent version of the Software which has been made available by Us and includes any new versions of the Software and updates;

“Datacentre” means a centralised repository, either physical or virtual, for the storage, management, and dissemination of data and information organised and pertaining to a particular business where multiple Users that have multiple office locations/branch details can access the single database concurrently;

“Datacentre Licence” means a licence to use the Software and Licenced Material in or as part of a Datacentre;

“Data Conversion” means the service whereby We import and convert Your data into the correct data format for the Software. This service excludes (without limitation) data extraction unless specified in an Order;

“Deliverables” means any output to be produced by Us as may be specified in an Order;

“Documentation” means (where available and in any format) the operating manuals, user instructions, technical literature and other related materials We or a Reseller supply to You in any form pursuant to this Agreement for aiding the use of the Software, including Third Party Software documentation;

“Downgrade” means a change in a licence from a Datacentre Licence to a Network Licence or Standalone Licence or from a Network Licence to a Standalone Licence, or the removal of separately charged modules, features or services from Your Licence;

“Employment Liabilities” means any action, award, claim, cost (including legal costs), damage, loss, demand, expense, liability, interest, fine, penalty or proceeding arising from or in connection with this Agreement;

“Equipment” means either (i) Your hardware or system/infrastructure on which the Software is accessed from; or (ii) means the hardware of the Concurrent Users on which the Software is installed or Your server for the computer configuration situated at the Location as may be specified in an Order;

“Group Company” means (in relation to each party) any subsidiary, group or parent company from time to time of a party (as such words are defined in the Companies Act 2006);

“Hosting Services” means the service provided to allow You to access the Software on the Equipment from a remote location;

“Initial Fee” means any applicable one-off initial or installation fee, as may be stated in an Order;

“Initial Term” means, subject to prior payment of the Charges, the period identified in an Order or as stated in an invoice, starting from the date of the Order;

“Installation” means the installation of the Software on the Equipment;

“IPR” means all intellectual property rights including, without limitation, all patents, copyright, design rights, database rights (including rights in the design or structure of any database) trademarks, confidential know-how and all other similar rights (whether registered or unregistered) and all applications for the same anywhere in the world;

“IRIS Group Company” means any holding and/or subsidiary company as defined under sections 736 and 1159 Companies Act 2006 of IRIS Software Limited including limited liability partnerships and where ownership of shares in any Group Company has been transferred to a third party by way of security, that original parent is still a member of the subsidiary company;

“IRIS Legal Entity” means both the IRIS company stated in an Order and any IRIS Group Company acting as an agent of the IRIS Company in respect of any or all of its obligations under this Agreement;

“Licence” means the Licence specified in the terms of this Agreement;

“Licence Fee” means that part of the Charges which relates to the Licence for use of the Software;

“Licensed Materials” means the Software, Third Party Software, Current Releases, new releases, the Documentation, and any other material supplied or Licensed to You as part of this Agreement;

“Licence Period” means, subject to prior payment of Licence and/or Support Fees or any other Charges, the period identified on the pricing information contained in an Order or as stated in an invoice, starting from the date that the Software is made available for You to use;

“Location” means the single location of the Equipment on which the Software is Licensed to be used, or where the Services are to be provided, as identified in an Order. If no separate Location is identified in an Order, the Location shall be Your registered address, as identified in an Order. In all cases, the Location shall be the United Kingdom (“UK”), the Republic of Ireland and/or the Channel Islands, unless We agree otherwise in writing;

“Maintenance Release” means any release of the Software which corrects faults, adds functionality or otherwise amends or upgrades the Software, but which does not constitute a Current Release;

“Managed Payroll Services” means, where selected in an Order, processing data supplied by You for the purpose of creating payslips, pay summaries and other reports requested by You and such other Services as shall from time to time be agreed between Us, as set out in more detail in, and subject to the dependencies set out in an applicable Order;

“Minimum Commitment” means the minimum Licence Period or Services period signed up to in an Order (if not stated in an Order, then 12 months (in relation to Managed Payroll Services, 12 payroll payments);

“month” means a period starting on one day in a calendar month and ending on the day before the numerically corresponding day in the next calendar month provided that, if the period starts on the last day in a calendar month or if there is no numerically corresponding day in the calendar month in which that period ends, that period shall end on the last day in that later calendar month;

“Monthly Usage” means, where applicable the number of Your Payroll Individuals and Payroll Companies Processed, including employer Pay As You Earn (“PAYE”) reference numbers, using and/or using the Software per calendar month;

“Network” or **“Computer Network”** means a system of computers that consist of two or more computers and other devices including but not limited to printers, external hard drives, modems and routers that are linked together so that they can communicate with each other and thereby exchange commands and share data, hardware and other resources and where multiple Users at a single location can access the single database across multiple computers concurrently;

“Network Licence” means a licence to use the Software and Licenced Material in or as part of a Computer Network;

“Order” means a request for Software, Services and any other Deliverables made by You and accepted by Us either on the Website or in a schedule or an order form or the confirmation of an order sent to You, which sets out details of the Services and Deliverables to be Licensed or provided by Us or a Reseller to You during the Term together with the Charges;

“Outgoing Service Provider” means any third party who previously carried out activities for or on behalf of the Customer which will (in whole or in part) be comprised in the Services following the Commencement Date;

“Payroll Companies” means the number of Your companies (including but not limited to Your Group Companies) and Your clients’ companies Processed using and/or using the Software per calendar month as may be named in an Order;

“**Payroll Individuals**” means the number of Your employees and Your clients (and clients’ employees) Processed using the Software per calendar month;

“**Portable User**” has the meaning given to that term in S.4 clause 1.2.2;

“**Pre-post**” means the state of any Services that We have completed and sent to You for approval;

“**Processed**” means You paying Your Payroll Individuals and/or Payroll Companies using the Software;

“**quarter**” means a period starting on one day in a calendar month and ending on the day before the numerically corresponding day in the third calendar month following such initial calendar month; provided that, if the period starts on the last day in a calendar month or if there is no numerically corresponding day in the calendar month in which that period ends, that period shall end on the last day in that later calendar month;

“**Recurring Fees/Costs**” means, if stated in an Order, aggregated Licence and Support Fees or any other Charges billed to You on a regular basis;

“**Release Code**” means the unlocking code supplied by Us to You which allows You to use the Software on the Equipment in accordance with the purchased functionality and this Agreement;

“**Renewal Term**” means the period defined in S.2 clause 10.1;

“**Reseller**” means (where applicable) an officially accredited reseller for the Licensed Materials appointed by Us;

“**Services**” means the provision of the Software, Support and other services including without limitation consultancy, installation, implementation, training, Data Conversion, Hosting Services, Payroll Services and/or bespoke modification services provided to You by Us or a Reseller pursuant to the Agreement as may be specified in an Order (Charges for all Services are non-refundable (or if unpaid, will remain payable) if cancelled or not attended for any reason). For the avoidance of doubt, any Services forming part of the Deliverables that does not have a specific Charge/fee outlined in an Order (but listed as a component of the Services), will be charged at the then standard rates if cancelled or not attended by You;

“**Service Hours**” means the standard hours during which the Services will be provided as specified in an Order, or if not stated, 0900-1700 on a working day;

“**Software**” means, where applicable, on premise software or access to cloud based/hosted software (accessible from the Website or remote access point notified to You) or third party owned Software that is resold to You by Us, including any Maintenance Releases and any copies of the same supplied by Us or a Reseller but excluding source code material and all preparatory design material;

“**Specification**” means any functional specification for the Software and/or minimum or optimum system environment or hardware specifications for access to the Software which We have notified to You via the Website or otherwise;

“**Standard Support Hours**” means the standard hours during which the Support will be provided: Support will be provided during the Standard Support Hours published on the Website or as stated in any Materials, excluding UK public holidays and any company shutdowns. Any such company shutdowns will be notified in advance on the Website. The provision of any Support outside the Standard Support Hours is at Our sole discretion and shall be charged at Our current standard rates;

“**Standalone Computer**” means a desktop or laptop computer that is used on its own without requiring a connection to a local area network (LAN) or wide area network (WAN) and is able to function independently of any other hardware;

“**Standalone Licence**” means a licence to use the Software and Licenced Material on a Standalone Computer;

“**Subscription Fees/Costs**” means Recurring Fees/Costs;

“**Support**” means, if or where applicable, the advice We shall provide to You via the Website or other reasonable means (excluding site visits) as is reasonably appropriate and necessary to resolve any issues You experience in relation to accessing/installing and using the Software;

“**Support Fee**” means the portion of the Charges relating to the provision of the Support, excluding any Charges relating to Installation, training or Data Conversion;

“**Term**” means the Minimum Commitment plus any Renewal Term;

“**Terms and Conditions**” means these terms and conditions, as amended from time to time;

“**Third Party EULA**” or “**EULA**” means the end user licence agreement (if any) which governs Your use of or access to the applicable Third Party Software, in addition to this Agreement (subject to (i) on page 1 above). This may take the form of a document which is published by the third party supplier and accompanies the Third Party Software that You procure from Us, or any terms determined by the relevant third party supplier on which We are entitled to sublicense the Third Party Software to You;

“**Third Party Product**” means any third party owned deliverable that is not software, which is resold by Us to You subject to that third party’s terms and conditions. We will be acting as a

payment receiver. For the avoidance of doubt, You will be the applicable third party’s direct customer and We will not have any liability for a Third Party Product;

“**Third Party Software**” means all software owned by a third party which is Licensed to You as part of or for use within the Software or third party owned Software that is resold to You by Us or that You have been given access to in any way (such as via an API (Application Programming Interface) connection);

“**Transfer Regulations**” means the Transfer of Undertakings (Protection of Employment) Regulations 2006 or such other applicable legislation governing the transfer of businesses from time to time in force;

“**Upgrade**” means a change in a licence from a Standalone Computer Licence to a Network Licence or Datacentre Licence, or from a Network Licence to a Datacentre Licence, or the inclusion of additional separately charged features or services from Us not included in Your original licence;

“**User**” means each and every single Authorised User of the Software;

“**Virus**” means anything or device (including any software, code, file or programme) which may: prevent, impair or otherwise adversely affect the operation of any computer software, hardware or network, any telecommunication service, equipment or network or any other service or device; prevent, impair, or otherwise adversely affect access to or the operation of any software or data, including the reliability of any software or data (whether by re-arranging, altering or erasing the software or data in whole or in part or otherwise); or adversely affect the experience of the User;

“**Website**” means the website You may have placed an Order on or, as may be stated in an Order/invoice (if applicable) or as is notified to You from time to time.

Section 2: General Terms and Conditions – Generic Clauses

1 Provision of Services

1.1 In consideration of Your payment of the Charges and the performance of all Your other obligations pursuant to this Agreement, We shall provide the Services and Deliverables in accordance with the terms of this Agreement.

1.2 We shall not be obliged to provide any Services or produce any Deliverables under this Agreement which are not described in an Order.

1.3 All Deliverables will be produced based on the data, information and explanations supplied by You. All information that We provide is supplied in good faith but We do not warrant or guarantee the accuracy or completeness of any information provided either by Us or any third party. It is not within the scope of Our obligations to enquire as to, or to verify the accuracy or completeness of information that We receive from You or any third parties.

1.4 We shall only be obliged to provide the Services during Service Hours at the Location(s) unless otherwise agreed in writing.

1.5 We may suspend the Service without notice and without any liability to You if:

1.5.1 the Service or Licenced Materials are being used in breach of this Agreement (including without limitation failure to pay any Charges);

1.5.2 there is a breach of security in respect of which We reasonably believe that the suspension of the Service is necessary to Yours or Our network or a third party network; or

1.5.3 if required by law or regulation or as compelled by a law enforcement or government agency or other relevant regulatory agency.

1.6 In relation to Managed Payroll Services, We will send Pre-post work to You for approval, You will review the Pre-post work and notify Us of any comments and may request Us to make any reasonable adjustments the cost of which shall be agreed between Us. In the event We do not receive any notifications from You within five (5) days of receipt of the Pre-post work, the work shall be deemed accepted.

2 Permitted Use

2.1 You shall not without Our express prior written consent:

2.1.1 transfer or distribute (whether by licence, loan, rental, sale or otherwise) or otherwise deal in, charge or encumber all or any part of the Licenced Materials to any other person or, subject to the contents of an applicable Order, use the Licenced Materials on behalf of any third party or make available the same to any third party;

2.1.2 use or attempt to use the Licenced Materials or any of the Software’s output or permit any third party to do so to provide a data processing service to any third party, or otherwise contrary to the Agreement;

2.1.3 translate or adapt the Licenced Materials for any purpose nor arrange or create derivative works based on the Licenced Materials;

2.1.4 make, or permit any third party to make for any purpose (including without limitation for error correction) any alterations, modifications, additions or enhancements to the Software or Services except as specifically described in the Documentation;

2.1.5 permit any third party to, alter, adapt, make error corrections to, decompile, reverse engineer or disassemble the Software or any part or permit the Software to be combined with any other programs except that You may decompile the Software only to the extent permitted by law.

2.2 You shall follow all lawful and reasonable instructions and directions given by Us from time to time in relation to the use of the Licenced Materials and Services.

2.3 You shall use appropriate hardware and software to operate the Software and to access the Licenced Materials in accordance with the Specification.

2.4 You may not access or use the Software other than as specified in this Agreement without Our prior written consent, and You acknowledge that additional fees may be payable on any change of use authorised or approved by Us.

2.5 Subject to S.2 clause 18, You may use the Licenced Materials for processing Your own data or data relating to Your clients or suppliers for Your own internal business purposes including, if applicable in accordance with the contents of an Order only, the processing of the data to provide services to Your third party customers.

2.6 No employee, agent or officer of any Group Company is permitted to use the Licenced Materials, unless that employee, agent or officer is specifically referred to in an Order as being Licenced to use the Software.

2.7 You may not use the Software other than as specified in this Agreement without Our prior written consent and may not make or allow any third party to make any alteration, addition, modification, or enhancement to the Software that We deem may cause or actually cause a degradation in the Service either to You or Our customers, and You acknowledge that additional fees may be payable on any change of use authorised or approved by Us.

2.8 If You use any communication tools available through the Website, You agree only to use such communication tools for lawful and legitimate purposes. You must not use such communication tools for posting or disseminating any material unrelated to the use of the Services, including (but not limited to): offers of goods or services for sale, unsolicited commercial e-mailing or spamming, files that may damage any other person's computing devices or software, content that may be offensive to any other users of the Services or the Website, or material in violation of any law.

3 Extent of permitted reproduction

3.1 You may not, unless authorised by applicable law which is incapable of exclusion by the parties:

3.1.1 except to the extent permitted under this Agreement attempt to copy, modify, duplicate, create derivative works from, frame, mirror, re-publish, download, display, transmit or distribute or any portion of the Software and/or Licenced Materials (as applicable) in any form or media or by any means;

3.1.2 attempt or permit any third party to, reverse compile, disassemble, reverse engineer or otherwise reduce to human-perceivable form all or any part of the Software; or permit any third party to, reverse compile, alter, adapt, make error corrections to, decompile, reverse engineer, disassemble or otherwise reduce to human-perceivable form the Software or any part or permit the Software to be combined with any other programs; or

3.1.3 access all or any part of the Software, Services and Licenced Materials in order to build a product or service which competes with the Software and Services.

3.2 You shall not make or permit others to make any copies of the Documentation without Our prior written consent, excluding the printing of help files which is permitted in so far as the making of such copies are necessary for the use of the Software permitted by the License. Such copies will belong to Us.

3.3 You shall allow Us, at any time, upon reasonable prior written notice to audit Your systems to verify that Your use of the Licenced Materials is in accordance with this Agreement.

4 Proprietary rights

4.1 All copyright, database rights and other IPR in the Licenced Materials or Deliverables and rights in any copies of them constitute Our valuable property and shall at all times belong to Us or Our licensors and You shall have no rights in the Licenced Materials except those expressly granted under the terms of this Agreement, You shall do or procure to be done all such further acts and things and shall execute or procure the execution of all such other documents as We may from time to time require for the purpose of giving Us the full benefit of the provisions of this clause.

4.2 You may not remove any proprietary marking, including any trade mark or copyright notice, on or in the Software or which is visible during its operation or which is on any physical media or on any Documentation without Our express written consent.

4.3 You shall notify Us immediately if You become aware of any unauthorised access to, use, copying or disclosure of, any part of the Licenced Materials including any feature of the design or structure of any database by any person and permit Our staff immediate remote

access to the Licenced Materials or immediate access to the Location or such other location as We consider necessary or appropriate to ensure and monitor compliance.

4.4 If applicable, should any Services allow You to apply Your own branding to the Services through the use of the customisation features of the Service, You shall be responsible and liable on a full indemnity basis for any alleged or actual third party IPR infringement.

5 Support (where applicable or if purchased)

5.1 Maintenance Releases or details of such releases may be issued by Us from time to time at Our discretion. Only the Maintenance Releases or the Current Release of the Software will be supported by Us, no other previous version of the Software.

5.2 Support covers assistance in relation to significant operational errors that make the Software unusable when operated in conformity with the online user instructions in the help function in the Software or the Documentation (as the case may be). Such errors shall be notified by You to Our customer support department as published on the Website. We will use reasonable endeavours to attempt to correct such errors or assist You to avoid those errors.

5.3 We will use reasonable endeavours to provide the Support promptly having regard to the availability of personnel, necessary supplies and facilities.

5.4 You shall ensure that the Equipment conforms with the Specification and that it is free from any Virus.

5.5 The provision of any Services outside the standard Service Hours or a Consultant having to go to Your premises (or a place elected by You) to provide Services outside of the UK may be provided at Our sole discretion and (in addition to any expenses or subsistence costs incurred by Us and payable by You upon invoice) will be charged at Our then current standard rates for such Services.

5.6 If You make unreasonable, excessive or inappropriate use of the Support, then We may at Our discretion either suspend the Support or invoice You at Our current standard rates for the additional charges arising in respect of time spent supplying such use.

6 Your Obligations

6.1 You acknowledge and agree that for Us to be able to provide the Services, You will and will procure that Your staff, consultants and contractors will:

6.1.1 transfer all necessary and relevant data and information in the format and medium advised by Us;

6.1.2 ensure all data and/or information transferred to Us is full, error free and accurate (where applicable You will also provide Us appropriate test scripts, tests and test data);

6.1.3 co-operate and assist Us in the performance of the Services and provide facilities for remote testing and diagnostic purposes;

6.1.4 designate primary and secondary contacts and procure that the contacts whose details appear in an Order shall be those who deal with Us with regard to any matters reported in connection with the Services and are the only persons You authorise to use the telephone helpline, and inform Us as soon as reasonably possible if contacts or their details change;

6.1.5 ensure that all Users use the Service in accordance with the Terms and Conditions of this Agreement and shall accept full responsibility for the acts or omissions of any User as if they were acts or omissions of the Customer;

6.1.6 notify Us promptly by notice in writing if the Software is not operating correctly or of any other problem with the Software or problems with the availability of the Hosting Services;

6.1.7 (where applicable) provide Our staff with access to the Licenced Materials, the Equipment and the Location during the Standard Support Hours and Service Hours and at such other times as We may request on reasonable prior written notice or as may otherwise be expressly agreed with Us.

6.2 You undertake:

6.2.1 not to provide or otherwise make available the Software in whole or in part (including, but not limited to, program listings, object and source program listings, object code and source code) in any form to any person other than Your employees, temporary staff, agents or sub-contractors who need it for the purposes of this Agreement without Our prior written consent;

6.2.2 to comply with all applicable laws and regulations in relation to Your activities under this Agreement;

6.2.3 not to access, store, distribute or transmit any Virus and to ensure that the Equipment is free from all and any Virus that may corrupt, downgrade or lead to the failure in or adversely affect the reliability or functionality of the Software and/or the Services provided by Us. In the event of an infection of the Software by a Virus that was caused by You, We reserve the right immediately to terminate this Agreement and shall not bear any liability for any damage caused to the Software, Equipment, data and/or losses (of any kind) suffered by You;

6.2.4 to ensure that the operating system and compiler and any other software with which the Software will be used is either Your property or it is legally licenced, hired or leased to You or for use with the Software;

6.2.5 to satisfy yourself that the Software meets the needs of Your business or purpose, and it is Your sole responsibility to determine that the Software is ready for operational use before it is so used. If You are not qualified to make these assessments yourself, it is Your responsibility to engage the services of someone with requisite expertise who can make that assessment for You;

6.2.6 to allow Us to monitor any License metrics or Monthly Usage of the Software and to provide Us with full and accurate information and requested data as required in order for Us to monitor and calculate the Charges for the Monthly Usage or revised Charges for actual License metrics;

6.2.7 to ensure that You backup all Your data and information whether stored on the Equipment, Your computer equipment, file server, workstations, computers or otherwise before any such data or information is transferred to Us or before You or We install any Software. You will indemnify Us in respect of any and all losses, damages, claims or actions brought by You or any third party, arising from Your failure to back up Your data.

6.3 If We are delayed or impeded or obliged to spend additional time or incur additional expenses in the performance of any of Our obligations under this Agreement, by reason of Your acts or omissions (including the provision of any incorrect or inadequate data, or the provision, delay or failure to provide information or instructions or perform Your obligations under this Agreement), then You shall pay Us any additional reasonable costs and expenses incurred by or on Our behalf and any agreed target time specified for the performance by Us of any of Our obligations shall be extended accordingly.

6.4 The Licence will be restricted to the software Licence metrics specified in an Order. It is Your obligation to ensure that an Order, invoice or any other written notification We send to You confirming the terms of this Agreement, correctly state the information set out in them and if that information changes during the period of this Agreement. If the License metrics specified in those documents increase during the Term of this Agreement, You must write to Us to request a change to them. If there is any increase to the License metrics or variables relating to the Licensed Materials, Services and/or the Charges due under this Agreement We will issue You with a revised Order or invoice and take and invoice You accordingly.

6.5 You shall indemnify Us against any losses, damages, costs (including legal and other professional fees) and expenses incurred by or awarded against Us as a result of Your breach of this Agreement or any negligent or wrongful act arising from this Agreement and committed by You or Your officers, employees, contractors, consultants or agents.

6.6 You shall procure all necessary right from third parties (including, without limitation intellectual property licences in relation to computer software) which are from time to time required in order for Us to be able to provide the Hosting Services, Support and/or Services.

6.7 If any of Our staff work on Your premises, You will ensure that they are provided with suitable and safe office accommodation, suitable services (including telephone, facsimile and photocopying facilities) and any computing and ancillary facilities, and use free of charge such items, third party software, facilities and services (if any) as may be required to perform the Services.

6.8 In the event the Service is suspended due to an act or omission by You, We reserve the right to charge You a reconnection fee prior to resuming provision of the Service. Your failure to provide and maintain the Equipment shall not relieve You of Your obligation to pay Charges hereunder. We reserve the right to refuse to provide any Services to You if in Our sole reasonable opinion You are abusive to Our staff or are in breach of this Agreement.

6.9 You will indemnify and keep Us (and any of Our Group Companies) indemnified against any loss, damage, claim or expense arising out of (i) the physical injury of or death of any of Our consultants, employees, agents or authorised representatives arising by reason of defective equipment supplied by You, Your failure to provide a safe place of work or otherwise by reason of any negligent act or default on Your part or Your employees, agents or authorised representatives or (ii) Your failure to comply with the terms and conditions governing the use of any Third Party Software.

6.10 You acknowledge and agree that for Us to be able to provide the Services, You will and will procure that Your staff, consultants and contractors will transfer all necessary and relevant data and information in the format and medium advised by Us within any timescale reasonably requested by Us and, in relation to information required for Managed Payroll Services, no later than (a) five (5) clear Business Days in advance of any weekly or fortnightly payroll; and (b) ten (10) clear Business Days in advance of any lunar or monthly payroll. You agree that You will ensure that appropriate checks are undertaken on the accuracy of data prior to submission to Us. You acknowledge that You are responsible for the submission and accuracy of payroll data submitted to Us.

V.1.1 2019

7 Payment terms

7.1 Unless otherwise stated in an Order, the initial Charges are due and payable before access to the Software or rendering of the Services.

7.2 Unless otherwise agreed in writing, all payments with respect to any Services or any other Deliverables shall be by the method(s) stated in an applicable Order. Payment frequency will be in accordance with an applicable Order or invoice.

7.3 Where payment is made by credit or debit card (if applicable to the Services), We reserve the right to charge an additional processing fee and/or administrative fee.

7.4 Once a relevant payment has been received by Us, We may, if applicable, send You an electronic receipted invoice.

7.5 In the event of a renewal of an Order and the application of a Renewal Term after the Minimum Commitment, all Charges in respect of the Renewal Term shall be notified to You prior to or upon the commencement of the Renewal Term. Subject to and excepting any Deliverables not being provided by Us as a standard since the Commencement Date, the increase in the Charges will be no more than 10% of the then current standard list price of the applicable Recurring Fees. You agree to pay Us the Charges on or before the due date specified for renewal.

7.6 We reserve the right to restrict access to the Services until We have received payment of the Charges.

7.7 All Charges or other amounts due under this Agreement are exclusive of VAT and any other taxes, duties or levies which shall, where applicable, be payable by You in addition to the Charges.

7.8 We will be entitled to increase any Charges for Deliverables as may be communicated to You or as stated on the Website.

7.9 If any payment due under this Agreement or any other Agreement with Us or any IRIS Group Company is or are in arrears, or if a credit card payment is cancelled by You or Your bank, We and Our Reseller (as applicable) reserve the right without prejudice to any other right or remedy to:

7.9.1 charge statutory interest on such overdue sum on a daily basis from the original due date until payment is received in full as well as after any judgment in accordance with the Late Payment of Commercial Debts (Interest) Act 1998; and/or

7.9.2 immediately suspend the provision of any or all of the Services, Software and access to Your data; and/or

7.9.3 withhold access to Your data until all outstanding payments are received in cleared funds; and/or

7.9.4 terminate this Agreement pursuant to the applicable termination in S.2 clause 10.

7.10 In the event a credit card payment is cancelled by You or declined by Your bank or payment is refused for any reason, We reserve the right without prejudice to any other right or remedy to charge You an administrative fee to reinstate or replace the payment mandate.

7.11 If You fail to pay any amount payable under the Agreement then We reserve the right to restrict access to Software and the Services until payment is received by Us from You.

7.12 Upon termination of the Licence, We shall at Our absolute discretion have the right to levy upon You a reasonable administrative fee for Your access to data.

7.13 Subject to the provisions of S.2 clause 10.7 below, in the event that after suspension or termination, You request to re-instate access to Your data for the remainder of the original Term, We shall charge You an administrative fee for this re-instatement. The administrative fee will comprise of the amount of the Software Licence fee for the period from Your last Licence Fee payment to the date of the request for reinstatement of access to Your data plus a processing fee. Prior to restoring access to Your data, We reserve the right to demand full payment from You of the Licence Fee for the period from request for reinstatement of access to Your data to the expiration of the original Term.

7.14 In the event that additional features and/or functionality is added by Us to the Software and Services, You shall be notified on the Website or by other means of the additions and of resulting increase in the Charges and shall unless otherwise agreed by Us pay the increased Charges upon renewal of the Licence Period or upon download of the additional features or functionality in the Services, whichever is the sooner.

7.15 You will notify Us or Our Reseller (as the case may be) in writing within fourteen (14) calendar days of receipt of an invoice if You consider such invoice incorrect or invalid for any reason with details of the reason for the same, failing which such invoice will be deemed accepted as validly issued and payable under this Agreement.

7.16 Where We reasonably consider that there has been any attempt by You, Your agents or contractors to tamper with the Software or where Your system and/or the Equipment has ceased for any reason to be capable of running the Software at its full functionality, We

reserve the right to refuse to provide Release Codes, Support and the Services at any time and there will not be a refund of any of the Charges paid by You under this Agreement.

7.17 Certain Software shall incur Charges calculated with reference to Monthly Usage. Where the Monthly Usage based Charges occur, this will be referenced on the invoice, as appropriate.

8 Warranty

8.1 For a period of ninety (90) calendar days from the Commencement Date and subject to (i) normal and correct use by You in conformity with any instructions, user guide and manuals provided by Us; (ii) modifications made to the Software or Services by anyone other than Us; (iii) the combination, operation or use of the Software with any items not approved by Us; (iv) Our adherence to Your specifications or instructions; (v) errors caused by or related to internet connections; We warrant that the functionality of the Software, when correctly used, as stated above both in this clause and in conformity with the user guide in the help function in the Software and/or the Documentation, on the Equipment, will operate substantially in accordance with the Specification or Documentation.

8.2 Our obligation and Your exclusive remedy under the warranty given in S.2 clause 8.1 is limited to fixing any errors in the Software or Services within a reasonable period of time. All other conditions, warranties or other terms which might have effect between the parties or be implied or incorporated in this Agreement whether by statute, common law or otherwise, are hereby excluded including, without limitation, the implied conditions, warranties or other terms as to satisfactory quality, fitness for purpose or the use of reasonable skill and care (to the extent permitted by law).

8.3 Unless prior written notice of any alleged default is received from You within fourteen (14) calendar days of the Commencement Date, We will in the case of Software have no liability or obligation under S.2 clauses 8.1 or 8.2. The warranty in clause 8.1 shall not apply to any Software developed or modified under the Agreement.

8.4 You acknowledge that it is Your responsibility to ensure that the facilities and functions of the Software meet Your requirements and that We or Our Reseller will not be liable for any failure of the Software to provide any facility or function not described in the Specification or Documentation or for any failure of the Software attributable to any modification to the Software or the Equipment by persons other than Our staff or combination of the Software with other software or equipment without Our express prior written consent.

8.5 We will use reasonable care and skill in performing the Services.

8.6 We will investigate any problem or error provided that You notify Us in writing giving Us all necessary information to be able to investigate the problem, breach or error and limit Our liability to the right to re-perform the Service.

8.7 The Services provided by Us are on an "as is" basis. Except as provided in this Agreement no further warranty, condition, undertaking or term, express or implied, statutory or otherwise as to the condition, quality, performance or fitness for purpose of the Services provided hereunder is given or assumed by Us.

8.8 You confirm that neither We nor any of Our representatives has made any claims or representations of guaranteed or anticipated profits that may result from the use of the Service and We expressly disclaim liability for any profit projections which may have been provided by You.

9 Liability

9.1 Nothing in this Agreement shall in any way exclude or limit Our liability for death or personal injury caused by negligence, or liability for fraudulent misrepresentation, or for any breach of Our obligations as to title under section 12 of the Sale of Goods Act 1979 or section 2 of the Supply of Goods and Services Act 1982 or for any other liability which by law it is not possible to exclude or limit.

9.2 Subject to S.2 clause 9.1, Our total aggregate liability for losses in contract, tort, misrepresentation or otherwise in connection with an Order governed by this Agreement in any twelve (12) month recurring period from the date of an Order shall be limited to the total Charges and resulting sums paid (excluding VAT and expenses) for the applicable Order by You to Us in that twelve (12) month period that any claim(s) are made.

9.3 We shall have no liability to You in respect of defaults covered by S.2 clause 9.2 unless You notify Us within fourteen (14) days of the date You became aware of the circumstances giving rise to the event(s) complained of.

9.4 In no event will We be liable to You in contract, tort, misrepresentation or otherwise, for any indirect or consequential loss or damage, costs, expenses or other claims for consequential compensation whatsoever, nor for any direct or indirect loss of profit, loss of anticipated profits, loss of revenue, loss of anticipated revenue, loss of savings or anticipated savings, loss of business opportunity, any (i) non submission or (ii) anomalies in submissions of data to third parties, increases in cost of working whether anticipated or not, loss or corruption of data, loss of use or loss of operating time and any costs and expenses associated therewith, V.1.1 2019

loss or damage to Software or data which it contains (or the accuracy of any data in general either inputted or produced) or by the use of third party add-on software whether or not the same are under warranty, the cost of purchasing elsewhere, depletion of goodwill or reputation or otherwise which arise out of or in connection with this Agreement and whether or not foreseeable or made known to Us.

9.5 We shall indemnify You against any claim that the normal use and access the Software, Services and any Licensed Materials infringes the IPR of any third party which are effective in the UK provided You are not in material breach of any agreement with Us, We are notified promptly of any claim, We are given control of any claim, You do not prejudice Our defence of any claim or compromise or settle any claim and You give Us all reasonable assistance (at Our reasonable cost) and that the claim does not arise as a result of (a) the use of the Licensed Materials in combination with equipment or software not approved by Us, (b) by reason of alteration or modification not approved by Us or (c) where the claim arises because of a feature specified and requested by You, (d) used a release other than a current unaltered release of Our Software, if such an infringement would have been avoided by the use of a current unaltered release of Our Software, or (e) Third Party Software. We shall have the right to procure the continuing use of the infringing part, modify or replace the infringing part or refund an equitable proportion of the Licence Fee provided that exercise of any of these options shall operate as an entire discharge of Our liability to You under this clause.

9.6 We will use reasonable endeavours to ensure that the Services and/or the Deliverables are supplied promptly or (if applicable) by the delivery date or such other dates as agreed by the parties having regard to the availability of Consultants or other personnel but any delivery dates or times quoted for delivery, commencement or completion of any part of the Services or the Deliverables will be estimates only and time will not be of the essence. In relation to Managed Payroll Services, We cannot be held responsible for meeting any timescale required due to termination or expiry of Your current payroll service.

9.7 We may subcontract the performance of Our obligations under this Agreement to Consultants at Our discretion but shall remain solely responsible for the performance of such obligations.

9.8 You accept and acknowledge that We are not responsible for the acts or omissions of any third party suppliers, including but not limited to telecommunications and internet service providers and/or Your third party suppliers.

10 Term & Termination

10.1 This Agreement will, in relation to each Order, commence on the Commencement Date and continue for the duration of the Minimum Commitment. Unless and until this Agreement is terminated in respect of any Order in accordance with this S.2 clause 10 and subject to the Consumer Credit Act ('CCA') or any other relevant consumer protection legislation ('consumer' as defined by the CCA and those applicable legislation), it shall automatically renew on expiry of the Minimum Commitment for a further period of equal duration and shall continue to renew for subsequent equal periods until so terminated (each such period a "Renewal Term").

10.2 Upon any such renewal, the Licence of the Licensed Materials, Our obligation to provide the Services, and Your obligation to pay the Charges in respect of the same shall (subject to any variation of the Charges made pursuant to S.2 clause 7.7) continue for the duration of the Renewal Term.

10.3 Either party may terminate an Order:

10.3.1 where a Licence Period is for a duration of twelve (12) months or more, by giving ninety (90) days' notice in writing to the other party, provided that the proposed termination date is both (a) not earlier than the end of the Minimum Commitment, and (b) the end of a full Term period;

10.3.2 where a Licence Period is for a duration of less than twelve (12) months, by giving the same Licence Period duration notice in writing to the other party, provided that the proposed termination date is both (a) not earlier than the end of the Minimum Commitment, and (b) the end of a full Term period;

provided that, in each case, no attempt by You to terminate an Order shall be effective unless and until all outstanding amounts due and owing with respect to such Order have been paid in full.

10.4 For the avoidance of doubt, You cannot terminate or vary (unless License metrics or Deliverables are increased) an Order prior to the end of the Minimum Commitment or current Renewal Term of that Order; in the event that You serve any notice to terminate this Agreement in respect of any Order with a proposed termination date prior to the end of the Minimum Commitment, then You shall remain liable to pay the Charges up to the end of the Minimum Commitment or the then current Renewal Term.

10.5 We may terminate this Agreement, including in respect of any Order or access to any Software or Services: (i) immediately in the event of non-payment of the Charges pursuant

to S.2 clause 7.6 provided that the outstanding sum remains unpaid fourteen (14) calendar days after We have notified You of such non-payment; (ii) immediately upon a change of Control of the Customer; or (iii) with sixty (60) days written notice at any time, for which You will be entitled to claim a pro-rata refund for any unspent monies paid by You.

10.6 Either party shall be entitled to terminate this Agreement forthwith by notice to the other if the other party:

10.6.1 is in material breach of this Agreement and either that breach is incapable of remedy, or (subject to S.2 clause 9.3) the other party fails to remedy the breach within thirty (30) calendar days of receipt of written notice setting out the breach and indicating that failure to remedy the breach may result in termination of this Agreement;

10.6.2 becomes the subject of a voluntary arrangement under section 1 of the Insolvency Act 1986, or is unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986, or notice has been received of a pending appointment of or the appointment of a receiver, manager, administrator or administrative receiver over all or any part of its undertaking, assets or income, intends to pass or has passed a resolution for its winding-up, or has a petition presented to any court for its winding-up or for an administration order, or has ceased or threatened to cease to trade, or on the occurrence of any event analogous to the above in another jurisdiction.

10.7 Termination of this Agreement in respect of any Order, however caused, shall not affect the rights of either party under this Agreement which may have accrued up to the date of termination.

10.8 On termination of this Agreement in respect of any Order, however caused, the Licence, the Services and Your right to access the Software will automatically cease and We may at Our discretion (but shall not be obliged to) and if applicable, allow You to have read-only access to the Software following the termination date to allow limited access to data or files created using the Software.

10.9 If applicable, upon termination of any Order, We reserve the right to delete Your data from Our server and no back-up copy shall be retained by Us. For the avoidance of doubt, You and/or any User are solely responsible for retention of accounting records in accordance with section 386 Companies Act 2006 or future equivalent legislation.

11 Force majeure

No party shall be liable to the other for any delay or non-performance of its obligations under this Agreement arising from any cause beyond its control. For the avoidance of doubt, nothing in this S.2 clause 11 shall excuse You from any payment obligations under this Agreement. If any such event continues for more than ninety (90) calendar days and provided substantial performance is still impeded either party may terminate this Agreement forthwith by prior written notice without prejudice to the accrued rights of either party.

12 Assignment

We may assign, sub-contract, novate or otherwise transfer any of Our rights or obligations under this Agreement without Your consent to any entity including but not limited to an IRIS Group Company. You may only assign, sub-contract or otherwise transfer any of Your rights or obligations with Our prior written consent. If that is to an outsourcing provider, the Software must remain in the UK and the outsourcing provider must dial in to the Software to meet its obligations.

13 Notices

13.1 Any notice required to be given pursuant to this Agreement shall, unless otherwise expressly provided, be in writing, sent to the other party marked for the attention of the person at the address specified in this Agreement (or to such other address as either party may from time to time notify to the other in writing in accordance with this clause):

13.1.1 for the purpose of notices to be given by Us in writing, the expression "writing" or "written" shall be deemed to include email communications. At Our option, We may send You written notice by email at the email address You supply to Us specified in an Order;

13.1.2 a correctly addressed notice sent by first-class post shall be deemed to have been delivered seventy-two (72) hours after posting, and correctly addressed emails shall be deemed to have been delivered twenty-four (24) hours after sending.

14 Severability

If any provision of this Agreement is judged to be illegal or unenforceable, the continuation in full force and effect of the remainder of the provisions shall not be prejudiced.

15 Waiver

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

16 Entire Agreement and Variation

16.1 This Agreement and any document expressly incorporated in it contains the entire and only agreement between the parties and supersedes all previous agreements between the parties with respect to the subject matter hereof. Each party acknowledges that in entering into this Agreement, it has not relied on any representation, undertaking, promise or statement provided in this Agreement all conditions, warranties, stipulations and other statements whatsoever that would otherwise be implied or imposed by statute, at common law, or otherwise howsoever are excluded to the fullest extent permitted by law. Nothing in the foregoing shall however affect any liability for fraudulent misrepresentation.

16.2 No changes to an Order (including but not limited to Licence Metrics and any pre-agreed dates for the provision of the Services) or to the terms of this Agreement which are requested by You shall be valid unless and until accepted in writing by Our authorised representative.

16.3 All pre-printed or standard terms of any of Your purchase order or other business processing document shall have no effect.

17 Third party rights

17.1 A person who is not party to this Agreement shall have no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Agreement. You hereby acknowledge and agree that this Agreement will not be enforceable against any Group or associated company of Ours, and Your sole recourse and/or any rights or remedies You may have whether in contract, tort or otherwise arising from Our failure to comply with the terms of this Agreement will be against Us alone.

17.2 Any of Our Group Companies shall have the right to enforce any term of this Agreement and receive any benefit of this Agreement.

18 Data Protection

18.1 We will process Your Personal Data (as defined in the linked document) in accordance with the Customer Data Processing Terms: <http://www.iris.co.uk/assets/Terms/IRIS-Customer-Data-Processing-Terms.pdf>

18.2 You have a right at any time to stop Us from contacting You for direct marketing by writing to Us at Our registered office.

18.3 If applicable and relevant, We shall follow Our archiving procedures for data. In the event of any loss or damage to Customer data, Your sole and exclusive remedy will be a copy of the data from the latest back-up of such data maintained by Us in accordance with Our archiving procedure. We shall not be responsible for any loss, destruction, alteration or disclosure of Your data caused by any third party (except those third parties sub-contracted by Us to perform services related to Your data maintenance and/or back-up).

19 Security & Privacy

19.1 Except as contained in this Agreement, You shall own all rights, title and interest in all of Your personal data and other data sent through to Us and shall have sole responsibility for its legality, reliability, accuracy and quality.

19.2 Where applicable, You accept and acknowledge that for Us to provide You with Software, Services and Deliverables in accordance with this Agreement, We and Our Consultants may have access (subject always to S.2 clause 18 above and this S.2 clause 19) to any data inputted by You in the Software. This access may be as a result of the following:

- (i) routine maintenance of the service;
- (ii) bugs & fixes;
- (iii) updates/upgrades/improvements;
- (iv) regulatory/legal compliance;
- (v) upon Your request for any support/assistance; and
- (vi) upon Your consent for any other reason.

19.3 To the extent the Software or Services use encryption to reduce the probability of an un-authorised interception of information transmitted using the Software or Services, You must use a browser that supports such encryption technology in order to access the Software or Services. It is Your and Your Users responsibility not to access the Software or Services from a location that is not secure, would violate laws or would otherwise be inappropriate. You acknowledge that use of or connection to the Internet provides the opportunity for unauthorised third parties to circumvent security precautions and illegally gain access to the Software and Services and Customer data and that no form of encryption is 100% secure. Accordingly, subject to S.2 clause 18, We cannot and do not guarantee the privacy, security or authenticity of any information so transmitted over or stored in any system connected to the Internet.

19.4 You shall be solely responsible for the accuracy, quality, integrity and legality of Customer data and of the means by which You acquire Customer data. Where applicable, You authorise Us and Our Consultants to serve as the host and repository for the data You enter into the Software.

19.5 You shall ensure that each User keeps any usernames, passwords or any other unique credentials secure for their use and access to the Licensed Materials and/or Services.

19.6 We reserve the right to process, collate, aggregate, analyse and use:

- (i) any location data;
- (ii) any traffic data;
- (iii) any technical device information; and
- (iv) any other data only where that data has been anonymised prior to collation with other data by Us.

19.7 The purpose of processing the information detailed at clause 19.6 is to understand how the Software is used and to rectify any problems with the Software in relation to provision of Support and in order to provide a better service to You and other customers.

19.8 We may share with third party partners or publicise the anonymised statistical data that results from Our analysis of the information at clause 19.6.

19.9 Where applicable, You acknowledge and agree that We may use cookies to operate the Software/Service and to monitor Your use of the Software/Service to maintain and improve the functioning of the Software/Service.

19.10 Further information can be found in Our Privacy Policy: <http://www.iris.co.uk/assets/Uploads/Home/IRIS-Group-Privacy-Policy.pdf>

20 File Sharing

If applicable, some Services may include the ability for You to share files with third parties and for them to share files with You. You agree to obtain all necessary licences and consents to enable Us to share such files between You and such third parties and You shall indemnify Us against any liability that We may incur as a result of Your failure to obtain such licences and/or consents. We accept no responsibility for the content of files uploaded by You or any third parties. While We may provide a document storage and exchange service this does not involve checking for malicious software, which shall be Your responsibility. We reserve Our rights to remove any files that You and/or such third parties may share or immediately disable Your access and/or terminate Your account should Your file sharing activities (or those of such third parties) be deemed in Our sole discretion to be inappropriate and/or threaten the security of other customers.

21 Confidentiality

21.1 Both parties agree not to use or disclose Confidential Information relating to or owned by the other, received or disclosed to it by the other party during the term of this Agreement, save for use or disclosure required in order to perform their respective obligations under this Agreement. Disclosure shall be limited to such of the receiving party's employees, officers, agents or contractors directly involved in performing the receiving party's obligations.

21.2 The parties agree that information is not to be regarded as confidential and that the receiving party will have no obligation regarding confidentiality where that information is already in the public domain or enters the public domain through no fault of the receiving party, or is received from a third party without any obligations of confidentiality, or is used or disclosed with the prior written consent of the owner of that information, or is disclosed for a proper purpose to a public authority or any regulatory body, or to a court of law in the UK, or is independently developed by the receiving party.

21.3 Any Confidential Information will be returned or destroyed by the receiving party forthwith at the prior written request of the owner.

21.4 We will be allowed to refer to You in any publicity after performance of the Services.

22 Anti-Bribery and Corruption

22.1 The Customer:

22.1.1 warrants and represents that it has not and will not carry out any act that could be an offence under the Bribery Act 2010;

22.1.2 undertakes to advise Us immediately if it suspects of any of its directors, employees, agents or associates of requesting or soliciting any bribe or otherwise conducting themselves in a manner that could be an offence under the Bribery Act 2010;

22.1.3 represents and warrants that it has adequate procedures (as defined in the Bribery Act 2010) in its business to prevent bribery occurring.

22.2 We may, at any time and from time to time audit Your procedures to ensure that We are satisfied that such procedures are adequate. If the procedures are found to be materially inadequate, You shall improve Your procedures to a standard We deem to be adequate and You shall be solely responsible for the costs of such audit and improvement to Your procedures.

23 Employees

23.1 The parties consider that the Transfer Regulations will not apply on the commencement or cessation (in whole or in part) of the provision of the Services by Us under this Agreement. None of Our employees will work solely on Your Order.

23.2 You shall indemnify Us and keep Us indemnified (or procure that any Outgoing Service Provider shall indemnify Us and keep Us indemnified) from and against all Employment Liabilities arising out of or in connection with any claim or allegation made by any person (or representative(s) of such person) associated with the commencement of any Service that they have rights against Us or any of Our suppliers by virtue of the application of the Transfer Regulations (including any claim in respect of the termination of such person's employment or any alleged failure by You, the Outgoing Service Provider, Us or Our suppliers to comply with any information and consultation obligations).

24 Non-Solicitation

You will not attempt to employ either directly or indirectly or as consultants any of Our employees during the Term or for a period of twelve (12) months after termination of this Agreement (howsoever caused) without Our prior written consent. If You (whether directly or indirectly) employ or retain the services of any of Our employees who has provided the Services to You, You shall pay to Us by way of liquidated damages representing a pre-estimate of Our loss a sum equal to 50% of the first year's salary and emoluments (including all payments fixed in advance) to be paid or intended to be paid to such individual unless We agree in writing to the transfer in which case the liquidated damages will be waived.

25 Governing law

This Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be construed in accordance with and governed by the law of England and Wales and each party agrees to submit to the exclusive jurisdiction of the courts of England.

Section 3: General Terms and Conditions – Cloud Terms only

1 Grant of Licence

1.1 Subject to the terms of the Agreement, in consideration of the payment to Us/Our Reseller by You of the Charges, We grant You a non-exclusive and non-transferable Licence during the Term to use/have access to the Licensed Materials in accordance with this Agreement.

1.2 The Licence entitles You to access the Software on any computer, lap-top, tablet, smart-phone or other mobile computing device proprietary to You.

1.3 If You purchase an upgrade to a different package of the Software during Your Licence Period then the Commencement Date will be amended to be the date that the new version of the Software is accessed by You and a new Minimum Commitment (as per the previous original) from the new Commencement Date shall apply.

2 Acceptance

You will be deemed to have accepted the Software on the date that it is accessed by You.

3 Permitted Use

3.1 The Licence will be restricted to the Software use to a single unique User, unless multiple user packages have been purchased by You from Us.

3.2 You accept that any breach by You of S.2 clause 2 and this S.3 clause 3 is fundamental and shall entitle Us to immediately terminate this Agreement without any liability to You.

4 Support and Services

4.1 Where applicable, We shall use reasonable endeavours to maintain twenty four (24) hour online presence for the Service but cannot guarantee continuous, uninterrupted use. There may be times when We are required to interrupt the provision of the Service in order to carry out routine maintenance, repairs, reconfigurations or upgrades or in circumstances beyond Our control. We shall notify You in advance of any planned interruptions.

5 Customer obligations

5.1 You undertake when a Current Release is available to ensure compliance with any instructions given by Us.

5.2 In relation to the Services, You shall use all reasonable endeavours to ensure that the Software is used in a proper manner by You or competent trained employees only or by persons under their supervision. Any breach of this clause may result in a restriction or termination of the Service by Us.

S.3 Clause 6 applies to KashFlow Licences only:-

6 Pricing and Payment

Users of the Business + Payroll package will have five (5) Payroll Individuals within a maximum of one (1) Payroll Companies included within the Licence Fee. Any additional Payroll Individuals or Payroll Companies will be subject to the standard Charges.

Section 4: General Terms and Conditions – Terms for On Premise Software only

1 Grant of Licence

1.1 Subject to the terms of the Agreement, in consideration of the payment to Us by You of the Charges, We grant You a non-exclusive and non-transferable Licence during the Term to use the Licenced Materials at the Location in accordance with this Agreement.

1.2 The Licence entitles You to:

1.2.1 receive, install and use one copy of the Software, together with the necessary Documentation, on one Central Processing Unit (CPU) of the Equipment in respect of each User. For the avoidance of doubt, where the Software is Licenced to multiple Concurrent Users it may be installed on a file server of the Equipment for the sole purpose of distribution to the number of Concurrent Users Licenced and such file server use will not be counted for the purposes of ascertaining the number of Concurrent Users;

1.2.2 (if expressly specified in an Order only) use the Software on any home computer, lap-top, tablet, smart-phone or other mobile computing device proprietary to You, where the Software is permanently installed on the hard disk or other storage device of the Equipment (but not a file server) and You or Your employee are the predominant user of the Software (Portable User) and, where applicable, such use will form part of and will count as one for the purpose of the Portable User limit;

1.2.3 unless Your Licence is a Datacentre Licence or You are using Remote Payroll Entry Software, You may only install and use the Software at a single Location and any access to the Software from another Location shall require You to purchase an Upgrade to a Datacentre Licence. Unless Your Licence is a Network Licence or Datacentre Licence, You may have a Standalone Licence to install, access and use the Software on only one CPU/terminal, identified as the Equipment, at the Location and installation. Access and use of the Software (other than purely for backup purposes pursuant to S.2 clause 3 and S.4 clause 4) on another CPU/terminal shall require You to purchase either a Network Licence or a Datacentre Licence.

1.3 Subject to S.4 clauses 1.4 and 1.6, You may request to add additional Users to an existing Licence or order additional Services from Us by submitting a separate Order for Our approval (such approval not to be unreasonably withheld) and upon which We shall grant access to the Software, Services and Licenced Materials to such additional User(s) in accordance with the terms of this Agreement.

1.4 If We accept the request for additional Users to the Licence, and if such additional Users are purchased by You part way through the Minimum Commitment or Renewal Term (as applicable), such fees shall be pro-rated for the remainder of the Minimum Commitment or then current Renewal Term.

1.5 You may request to purchase an Upgrade to an existing Licence or order additional Services from Us by submitting a separate Order for Our approval (such approval not to be unreasonably withheld).

1.6 If You purchase an Upgrade, and Your Licence Period is less than one (1) year, then unless We agree otherwise, the Commencement Date will be amended to be the date that the Upgrade is made available to You and a new Minimum Commitment of a period of twelve (12) calendar months from the new Commencement Date shall apply. No Downgrade or reduction in the number of Concurrent Users or Portable Users or in the level of Services shall be permitted during the Initial Commitment, and, after the Initial Commitment, You may only make any such Downgrade or reductions by giving Us ninety (90) days advance written notice to take effect at the end of the Minimum Commitment or a subsequent Renewal Term.

2 Acceptance

You will be deemed to have accepted the Software on the date of dispatch by Us of the Licenced Materials to the Location. Risk in the Licenced Materials shall pass on such acceptance.

3 Permitted Use

3.1 You may use the Software only on the Equipment at the Location.

3.2 You shall permit Us, or Our agents, on reasonable prior notice, to inspect and have access to the Location or any premises or equipment at or on which the Software is being kept or used, and any records kept pursuant to this Agreement, to verify that Your use of the Licensed Materials and the Services is in accordance with the terms of this Agreement. If necessary, We may require You to operate and run a tool or programme provided by Us on Your equipment to verify this.

S.4 Clauses 3.3 to 3.7 inclusive apply to Crystal Decisions licences only:-

3.3 You may not alter, disassemble, decompile, translate, adapt or reverse-engineer the Runtime Software or the report file (RPT) format.

3.4 You may not use, distribute or integrate the Runtime Software with any general-purpose report writing, data analysis or report delivery product or any other product that performs the same or similar functions as Crystal Decisions' product offerings.

3.5 You may not use the Runtime Software to create for distribution a product that is generally competitive with Crystal Decisions product offerings; You agree not to use the V.1.1 2019

Runtime Software to create for distribution a product that converts the report file (RPT) format to an alternative report file format used by any general-purpose report writing, data analysis or report delivery product that is not the property of Crystal Decisions.

3.6 You may not use the Software on a rental or time sharing basis or to operate a service bureau facility for the benefit of third-parties unless You first acquire an Application Service Provider Licence from Crystal Decisions.

3.7 You may not use the Software or Runtime Software by itself or as part of a software environment; (a) to more than fifty (50) end users directly, or (b) to a location(s) that is accessible to more than fifty (50) end users without obtaining an additional licence from Crystal Decisions.

4 Extent of permitted reproduction

4.1 You are permitted to make one back-up copy of the Software for Your lawful use and You shall record the location of that copy and take steps to prevent its unauthorised use or copying. The copy will at all times belong to Us.

4.2 You may only use a back-up copy of the Software by substituting it for the copy You are using. If copies that You have made of the Software and/or Licenced Materials fall into the hands of a third party, You agree that You will be responsible for paying Us within three (3) days from notification pursuant to S.2 clause 4.3, the full Licence and other fees connected with the use of these unauthorised copies.

4.3 A separate Licence is required and must be purchased by You for the use of copies of the Software on equipment other than the Equipment situated at the Location.

4.4 You undertake to effect and maintain adequate security measures and maintain accurate and up-to-date records of the number and location of all copies of the Software or the Licenced Materials and upon reasonable prior written notice forthwith produce such record to Us, and to supervise and control use of the Software in accordance with this Agreement.

5 Support and Services

5.1 The Support is compulsory as part of the supply of the Licenced Materials and is charged separately from the Licence Fee as part of the Support Fee (or may be charged in aggregate in an Order as 'Recurring Fees'). Where the Licenced Materials are supplied by a Reseller, the Reseller will provide the Support in respect of the Software in accordance with and subject to this Agreement, unless specified otherwise in an Order or other written notification We or a Reseller send to You.

5.2 Any Deliverables will be produced for Your exclusive use within Your business only. You are not permitted to disclose the Deliverables to any third party.

6 Customer obligations

6.1 You undertake to allow Our Software to transmit data to Us, at any time, to enable Us to check whether You are using a Current Release or enable Us to prompt You when a Current Release is available and to ensure compliance with the Agreement.

6.2 In relation to the Services, You shall:

6.2.1 use all reasonable endeavours to ensure that the Current Release and the Equipment are used in a proper manner by competent trained employees only or by persons under their supervision;

6.2.2 ensure that each Maintenance Release or Current Release We issue to You is installed and implemented as soon as is reasonably possible and in any event implemented not later than three (3) months from the date it is received by You;

6.2.3 where applicable provide a valid serial and registration number to Us when performing an upgrade to obtain a Release Code.

Section 5: General Terms and Conditions – Terms for IRIS Hosting/desktop hosting Services only (in addition to Section 4)

1 Hosting Services

1.1 We shall use reasonable endeavours to maintain twenty-four (24) hour online presence for the Licensed Materials but cannot guarantee continuous, uninterrupted use. There will be times when We will be required to interrupt the provision of the Hosting Services in order to carry out routine maintenance, repairs, reconfigurations or upgrades on a regular basis or in circumstances beyond Our control.

1.2 We may from time to time upgrade Our hosting facility and it may become necessary to relocate the hosting equipment within the same location or to another location.

1.3 You shall provide a communications device of the type specified by Us in order to allow Us to provide the Hosting Services. We shall not be liable for any failure to provide the Hosting Services if You fail to comply with this clause.

1.4 You undertake:

1.4.1 to maintain accurate and up-to-date records of the number and locations of all Users;

1.4.2 to ensure each User keeps a secure password for their use and access to the Licensed Materials and/or Hosting Services;

1.4.3 not to store, distribute or transmit any viruses, or any material through the Hosting Services that are unlawful, harmful, threatening, defamatory, obscene, infringing, harassing or racially or ethnically offensive; facilitates illegal activity; depicts sexually explicit images; or promotes unlawful violence, discrimination based on race, gender, colour, religious belief, sexual orientation, disability, or any other illegal activities;

1.4.4 to comply with the acceptable usage policy as may be notified to You by Us from time to time;

1.4.5 to comply with all licensing terms in respect of any Third Party Software whether procured or licensed by You or Us and to ensure such licensing terms permit You to allow Us to host such Third Party Software as part of the Hosting Services;

1.4.6 to use reasonable endeavours to ensure that its own system or equipment does not contain any Trojan horse, worm, logic bomb, time bomb, back door, trap door or other common viruses.

1.5 You shall not re-sell or permit the resale directly or indirectly (whether or not for profit) of the Hosting Services (or any part) to any third party, or to allow any third party to receive or make use of the Hosting Services directly or indirectly (whether or not for profit).

1.6 We will use reasonable care and skill in performing and providing the Hosting Services, Support and the Services. We will use reasonable endeavours to provide the Hosting Services and Support in accordance with any service levels which may be specified in an Order.

1.7 In relation to IRIS Hosting, Your Licence will commence on the 1st of the month You sign the Agreement and Your first quarterly invoice for the Charges will be due from the 1st of the month of the "Go-Live" date specified in Your Order.

1.8 You may increase the number of Users covered by the Licence at any time during the Term of the Agreement and upon payment of any additional Charges due for the remainder of the then current invoicing period.

2 IRIS Hosting Service Credits for Unavailability

2.1 Definitions

"Downtime" means, subject to any Excluded Interruptions, a period during Service Hours during which there is a loss of availability of the Services.

"Excluded Interruptions" means:

- (a) any interruptions caused by (i) the Customer's wide and/or local area connections, network and internet connection; (ii) Customer hardware/software; (iii) any interruptions delays or failures caused by Customer or the Customer's employees, agents or sub-contractors, such as but not limited to the following: Inaccurate configuration, non-compliant uses of any software installed on the sever, Customer initiated over server utilization, any problems caused by attacks on the machine or hosting data centre such as terrorism, natural disaster, hacking, bandwidth based attacks or service operating exploits and operating system failures.
- (b) interruptions to the Hosting Services pre-notified by the Supplier to the Customer

"month" means a calendar month and "monthly" shall be construed accordingly.

"Service Hours" means the hours during which the Services are to be provided, being 24 hours a day 365 days a year.

2.2 Where availability falls below 99.5% due to Downtime in any month and the Customer makes a written claim within 14 days of any period of Downtime, the Supplier will credit the Customer's next recurring invoice for an amount calculated as follows:

2.3 Total Downtime (hrs) in Month X Charges for Hosting Services paid or payable in respect of that Month / No. of Service Hours in that Month

2.4 Only whole periods of 30 minutes of Downtime will be used to calculate service credits.

2.5 Service credits are the sole remedy available to the Customer for non-availability of the Hosting Services. The Supplier's liability for non-availability will not exceed the amount of service credits payable in accordance with this Agreement.