

## Calligo Terms and Conditions for the supply of services

### (“Calligo Terms”)

The signature of a Service Schedule or Statement of Work will establish a binding contract between the Client and Calligo on the terms and conditions of that Service Schedule or Statement of Work, and these Calligo Terms.

#### PARTIES

1. The Calligo entity named in the Service Schedule or Statement of Work (“**Calligo**”); and
2. The client described in the Service Schedule or Statement of Work (“**Client**”).

The entities referred to above are collectively referred to in this Agreement as the “**Parties**” and individually as a “**Party**” and a reference to a Party includes that Party’s successors and permitted assigns.

#### AGREED TERMS

##### 1. Definitions and interpretation

1.1 Unless the context requires otherwise, the following definitions apply in this Agreement:

<b>“Affiliate”</b>	means with respect to any person, any other person Controlling, Controlled by or under common Control with, such person; and for the purposes of this definition “ <b>Control</b> ” means the power of a person to secure (i) by means of the holding of shares or the possession of voting power in another person, or (ii) by virtue of any powers conferred by any document regulating or relating to a person, that the affairs of that person are conducted in accordance with the other person’s wishes or by which such affairs are governed or to which that person’s affairs are subject, and “ <b>Controlled</b> ” and “ <b>Controlling</b> ” shall be construed accordingly;
<b>“this Agreement”</b>	means the Calligo Terms together with the applicable Service Schedule and/or Statement of Work, and where the context permits, any document referred to in the Calligo Terms;
<b>“Acceptable Use Policy”</b>	means the Acceptable Use Policy published at <a href="#">Services and policies - Calligo</a> and as updated by Calligo from time to time;
<b>“Business Day”</b>	means Monday to Friday, except where the day is a public holiday in Calligo’s location;
<b>“Business Hour”</b>	means 9.00 am to 5.00 pm local time in Calligo’s location, each Business Day;
<b>“Calligo Equipment”</b>	means the hardware and communications network equipment owned or used by Calligo;
<b>“Calligo Properties”</b>	means all <ul style="list-style-type: none"> <li>(i) inventions, discoveries, improvements, processes, algorithms, formulae, concepts, ideas, logic, methods, methodologies, models, procedures, processes, tools, techniques; the generalised features of any structure and the sequence and organization of software, user interfaces and screen designs and other know-how;</li> <li>(ii) the results of experiments and tests, templates, reports, component lists, manuals, instructions, designs, sketches, drawings, specifications, technical information, materials, analyses and interpretations of information;</li> <li>(iii) proprietary computer software and software libraries;</li> <li>(iv) copies, enhancements, modifications, revisions, and derivative works of any of the foregoing;</li> <li>(v) all rights, including Intellectual Property Rights, in any of the foregoing,</li> </ul> whether written or in any other form and whether confidential or not, which Calligo creates, acquires or to which it is licensed, and which Calligo may use in connection with the provision of the Services;
<b>“Change Order”</b>	has the meaning given to it in clause 15.1;
<b>“Calligo Terms”</b>	means the terms and conditions for the supply of services by Calligo as described in this document, as amended from time to time;
<b>“Client Applications”</b>	means the operating systems and software applications which are licensed to the Client or any Affiliate for its use or that of any Affiliate not forming part of the Services other than by Calligo;

<b>“Client Data”</b>	means any data which the Client stores on any Client Infrastructure or other equipment used in connection with the provision of the Services, or which Calligo inputs on behalf of the Client for the purpose of facilitating the Client's use of the Services; this may include Personal Data, but shall not be deemed to include Client information;
<b>“Client Exit Assistance Services Policy”</b>	means the assistance Calligo offers to a Client that wishes to cease using the Services, as published at <a href="#">Services and policies - Calligo</a> as updated by Calligo from time to time;
<b>“Client Information”</b>	means any information about the Client (including Personal Data) collected, stored and processed by Calligo in connection with the creation or administration of the Services;
<b>“Client Infrastructure”</b>	means the Client's IT systems including computer hardware, network systems and peripherals to be used in connection with the Services;
<b>“Cloud Services”</b>	means those Services provided by cloud computing, including (but not limited to) software, infrastructure, storage and platforms;
<b>“Compatibility Matrix”</b>	means the Policy set out at <a href="#">Services and policies - Calligo</a> as amended by Calligo from time to time;
<b>“Confidential Information”</b>	has the meaning given to it in clause 10.1;
<b>“Data Insight Services”</b>	means those Services provided to enable Clients to interrogate and understand their data;
<b>“Data Processing Agreement”</b>	means the document setting out the Parties' obligations in respect of the Processing of Personal Data;
<b>“Data Protection Legislation”</b>	has the meaning given to it in the Data Processing Agreement;
<b>“Defect”</b>	means a failure of the Services to comply in any material respect with the description of that service in the Service Schedule, and “Defective” is to be construed accordingly;
<b>“Deliverables”</b>	all products, materials and services to be provided by Calligo in relation to the Services in any media, including, without limitation, Software, Equipment and User Documentation as specified in the Service Documentation;
<b>“Effective Date”</b>	means the date of execution of the Service Schedule and/or Statement of Work;
<b>“Equipment”</b>	any hardware or other equipment supplied to the Client by Calligo in accordance with an Order;
<b>“Fees”</b>	means the fees, charges and remuneration due to Calligo for the provision of the Services as specified in the Service Documentation or failing that, Calligo's standard fees and time and material rates in force from time to time;
<b>“Intellectual Property Rights” or “IPRs”</b>	means any patent, copyright, trade mark, trade name, service mark, registered design, design right (registered or unregistered), know-how, right of confidence, trade secret, right to extract or exploit data, database rights, any similar rights protected in any jurisdiction, whether now existing or coming into existence at some future date, any application for any of the above, and any accrued rights of action in respect of any of the above, with “ <b>Calligo IPR</b> ” meaning Calligo's Intellectual Property Rights and “ <b>Client IPR</b> ” meaning the Client's Intellectual Property Rights;
<b>“Order”</b>	means an order form for the provision of Services by Calligo;
<b>“Policies”</b>	means the various policies of Calligo relating to the provision of Services including, but not limited to, the Acceptable Use Policy, the Compatibility Matrix Policy and the Client Exit Assistance Services Policy, and “ <b>Policy</b> ” means any of them;
<b>“Personal Data”</b>	has the meaning given to it in the Data Processing Agreement;
<b>“Primary Contact”</b>	means the person appointed as the Client's primary contact as required by clauses 3.1.2;
<b>“Privacy Services”</b>	means those Services provided in relation to privacy law, information security and data governance;
<b>“Processing”</b>	has the meaning given to it in the Data Processing Agreement;
<b>“Proposal”</b>	means a proposal or quotation for the provision of Services by Calligo;
<b>“Price Index”</b>	Means the government published consumer or retail price index applicable in Calligo's location;
<b>“Security Incident”</b>	means any (i) unlawful access to systems or data, (ii) accidental or unlawful loss, alteration, or destruction of data, or (iii) any other breach of security which is intended to cause or actually causes any information technology resource, network, website or service to be disrupted, disabled, reduced or rendered unavailable, including (without limitation) a distributed denial of service attack;
<b>“Services”</b>	means the service or services to be provided by Calligo to the Client as described in: a) a Service Schedule; b) a SOW; or c) an Order,

	and which may comprise alone or include the provision of, Software, Equipment, User Documentation and/or the use of Calligo Properties;
<b>"Service Commencement Date"</b>	means the date set out in the Service Schedule for the provision of the Services to commence, or in the absence of any such date, means the date that Calligo commences the provision of Services;
<b>"Service Documentation"</b>	has the meaning set out in clause 2.2;
<b>"Service Schedule"</b>	means a document describing the recurring Services to be provided by Calligo to the Client as may be executed from time to time by the Parties;
<b>"Service Term"</b>	means the initial term of a Service Schedule or SOW specified in the applicable Service Schedule or SOW and any renewal or extension of such term;
<b>"Software"</b>	means computer software, including without limitation, application packages, operating systems, databases and portals, provided for use by the Client as part of the Services, including any associated User Documentation, and whether proprietary of Calligo, open source or licensed by Third Party Providers for use by Calligo as part of the Services;
<b>"Software Terms"</b>	means the terms and conditions imposed by Calligo and/or Third Party Provider(s) in respect of Software as amended from time to time by Calligo and/or the Third Party Provider;
<b>"Staff"</b>	means employees, contractors, agents and consultants of Calligo;
<b>"Statement of Work" or "SOW"</b>	means a statement of the work to be provided by Calligo;
<b>"Tax"</b>	means any applicable sales, use, excise, value added, withholding, or similar taxes, duties, or assessments chargeable by any national, state or local government authority for the provision of the Services;
<b>"Third Party"</b>	means a party other than Calligo or the Client or any of their respective Affiliates;
<b>"Third Party Provider"</b>	means a Third Party provider of products or services that interoperate with or are incorporated within the Services provided by Calligo and which are outside the reasonable control of Calligo;
<b>"Third Party Software"</b>	means proprietary software programs of Third Parties which are not used, supplied or administered by Calligo for the purposes of the provision of Services;
<b>"Third Party Provider Terms"</b>	Means those terms and conditions imposed by a Third Party Provider;
<b>"User"</b>	means a Client or an Affiliate of a Client and/or their respective officers, employees, agents, contractors, business partners and service providers, and <b>"Users"</b> shall be construed accordingly;
<b>"User Account"</b>	means an account of a User enabling a User to access the Services by and/or on behalf of the Client including logon information (such as username and password);
<b>"User Documentation"</b>	means documentation and information in any form for the purpose of accessing and using the Services;
<b>"Vulnerabilities"</b>	means any weakness in the computational logic (for example, code) found in software and hardware components that when exploited, results in a negative impact on its or their confidentiality, integrity, or availability.

1.2 In this Agreement, unless otherwise specified or the context otherwise requires:

1.2.1 clause, schedule, appendix and paragraph headings shall not affect the interpretation of this Agreement;

1.2.2 a person includes any individual, company, firm, corporation, government, state or agency of a state or any undertaking or organisation (whether or not having separate legal personality and irrespective of the jurisdiction in or under the law of which it was incorporated or exists);

1.2.3 references to a gender include every gender;

1.2.4 words in the singular include the plural and vice versa;

1.2.5 a reference to legislation is a reference to that legislation as amended, extended, re-enacted or consolidated from time to time and a reference to legislation includes all subordinate legislation made from time to time under that legislation.

1.3 In the event of any conflict in respect of the provisions of this Agreement and any of the documents referred to in it, the following order of priority shall prevail (in descending order of priority):

1.3.1 the Service Schedule including any SLA or the Order;

1.3.2 the SOW;

- 1.3.3 the Calligo Terms;
  - 1.3.4 the Policies; and
  - 1.3.5 the User Documentation.
- 1.4 Subject to the order of priority between the documents in clause 1.3, later versions of documents shall prevail over earlier ones if there is any conflict or inconsistency between them.
- 1.5 In this Agreement, where the context requires, reference to Calligo includes reference to any Affiliate of Calligo in connection with the provision of any aspect of the Services.
- 2. Provision of Services**
- 2.1 For the purposes of this Agreement, no agreement shall be concluded with the Client, as the case may be:
- 2.1.1 until Calligo accepts the offer set out in an Order; or
  - 2.1.2 the provisions of a Service Schedule and/or SOW have been agreed and signed,
- in each of 2.1.1 and 2.1.2 by the relevant Party communicating confirmation and/or acceptance of an Order, or a Service Schedule or a SOW, as the case may be, in writing; or in the case of an Order, by Calligo fulfilling the Order.
- 2.2 Subject to the provisions of this Agreement, Calligo shall, during the Service Term, provide the Services to the Client on and subject to the terms of this Agreement and the terms of the relevant:
- 2.2.1 Service Schedule including any SLA; and/or
  - 2.2.2 SOW; and/or
  - 2.2.3 Order,
- ("Service Documentation") and the terms of this Agreement shall apply so far as capable of applying to the Services provided to the Client from time to time.
- 2.3 For the avoidance of doubt, upon a Service Schedule or SOW being signed, its terms shall supersede the relevant Proposal.
- 2.4 The general terms of the Calligo Terms (clauses 1 to 28, inclusive) apply to all Services, and:
- 2.4.1 those Clients that obtain Cloud Services are also subject to the terms contained in Appendix 1 of the Calligo Terms;
  - 2.4.2 those Clients that obtain Privacy Services are also subject to the terms contained in Appendix 2 of the Calligo Terms; and
  - 2.4.3 those Clients that obtain Data Insight Services are also subject to the terms contained in Appendix 3 of the Calligo Terms.
- 2.5 For the avoidance of doubt, the Client acknowledges that Calligo shall not, at any time, be obliged to accept an Order.
- 2.6 The Client is responsible for ensuring that the terms of the Service Documentation are complete and accurate and meet its requirements.
- 2.7 Calligo undertakes that the Services will be performed with reasonable skill and care and warrants to the Client in the terms of clause 11.3 but subject to the remaining provisions of that clause 11.
- 2.8 Calligo will use reasonable endeavours:
- 2.8.1 to deliver the Deliverables to the Client in accordance with the Service Documentation; and
  - 2.8.2 to meet the dates specified in the Service Documentation.
- 2.9 Any dates quoted for delivery or commencement of the Services are non-binding, indicative business estimates only and Calligo will not be liable to the Client for any loss or damage (whether direct, indirect or consequential and howsoever arising) sustained by the Client as a result of any delay in delivery of the Services. Time for delivery or supply of the Services shall not be of the essence.
- 2.10 Calligo reserves the right at any time to make any improvement, substitution, or modification in the design, delivery, architecture, or configuration of the Services without notice to the Client provided that any such improvement, substitution, or modification shall not result, unless agreed to by the Client, in any detrimental change in the functionality or performance of the Services.
- 2.11 Calligo reserves the right to amend the Policies (and the location of any hyperlinks and/or websites publishing the same) for operational reasons from time to time, provided such amendments do not materially affect the nature and scope of the Services

2.12 This Agreement shall not prevent Calligo from entering into similar agreements with Third Parties, or from independently developing, using, selling or licensing documentation, products and/or services which are similar to those provided under this Agreement.

### 3. Client obligations

3.1 The Client shall:

3.1.1 provide Calligo with, in a timely manner:

- (a) all necessary co-operation in relation to this Agreement and the Service Documentation;
- (b) all necessary access to such information as may be required by Calligo in order to provide the Services, including but not limited to Client Data and ensure that such information is accurate in all material respects; and
- (c) access to the Client's premises and other facilities as is requested by Calligo, including all office and other accommodation and facilities (including parking) and support that Calligo may reasonably require to safely perform the Services including, in particular, a suitable place to work from, provision of internet access and computer facilities;

3.1.2 appoint a Primary Contact (and any replacement) who shall have the authority to commit the Client on matters relating to the provision of Services;

3.1.3 be responsible (at its own cost) for preparing the relevant premises for the supply of the Services and any Equipment;

3.1.4 ensure that any of the Client Applications are appropriately licensed for use by the Client in conjunction with the Services including, but not limited to, Microsoft SPLA licensing requirements;

3.1.5 obtain and maintain all necessary licences, consents, and permissions necessary for Calligo, its contractors and agents to perform their obligations under this Agreement, including without limitation the Services;

3.1.6 comply with the Acceptable Use Policy;

3.1.7 if Calligo supplies any Software to the Client as part of the Services, comply with the Software Terms for that Software;

3.1.8 carry out all its obligations set out in this Agreement in a timely and efficient manner. In the event of any delays in the Client's provision of such assistance as agreed by the Parties, Calligo may adjust any agreed timetable or delivery schedule as reasonably necessary.

3.2 The Client shall:

3.2.1 when using the Services, comply with all laws and regulatory requirements and the rules, regulations and standards imposed by any competent authority which apply to the Client and its activities and will not use the Services to commit, or to assist in the commission of, any fraud or other criminal or unlawful activity;

3.2.2 use all reasonable endeavours to prevent any unauthorised access to, or use of, the Services. The Client will notify Calligo immediately if the Client becomes aware of any such unauthorised access;

3.2.3 comply with, and ensure that its staff comply with any rules, regulations, standards, protocols and procedures issued by Calligo to the Client from time to time in connection with the use or security of the Services;

3.2.4 notify Calligo as soon as the Client becomes aware of, or suspects, any unauthorised use of, or breach of security in relation to, the Services;

3.2.5 recognise that delivery by Calligo of the Services depends upon features and functions of Software provided by Third Party Providers, and that periodically those Third Party Providers will provide new software releases which must be implemented in order that Calligo can continue to deliver the Services.

3.3 The Client shall not:

3.3.1 access, store, distribute or transmit any material during the course of its use of the Services that infringes the Acceptable Use Policy;

3.3.2 introduce any Harmful Element into the Services, the Software or Calligo Properties. The Client will use up-to-date and adequate anti-virus software and firewalls and will apply and implement all security patches, upgrades, updates, new releases, revisions, versions, workarounds and modifications in order to remedy or mitigate the effects of any Harmful Element as soon as possible;

3.3.3 except to the extent expressly permitted under this Agreement or any Service Documentation, copy, modify, duplicate, create derivative works from, frame, copy, mirror, republish, download, display, transmit, or distribute the Services or the Software in any form or media or by any means, and not to attempt to do any of the above;

- 3.3.4 license, sell, rent, lease, transfer, assign, distribute, display, disclose, exploit, make the Services available to any Third Party;
- 3.3.5 except to the extent permitted by any applicable law which the Parties cannot exclude by agreement, reverse compile, disassemble, reverse engineer or reduce to human-readable form all or any of the Software, Equipment or Calligo Properties in whole or in part, and as the case may be;
- 3.3.6 use the Services to create or supply a product or service which competes with the Services or access the Service for the purposes of monitoring its availability, performance or functionality, or for any other benchmarking or competitive purposes;
- 3.3.7 use automated scripts to access the Services;
- 3.3.8 circumvent or disable any security or other technological features or measures of the Services;
- 3.3.9 otherwise use the Services in a way that may harm Calligo or its Affiliates, resellers, distributors or service providers;
- 3.3.10 assist or allow any Third Party to do any of the acts prohibited by clause 3.3.1 to 3.3.9 (inclusive).

#### **4. Suspension of Services**

- 4.1 Calligo may suspend access to the Services (including any Calligo Equipment and/or Software), which may include, without limitation, disabling any or all User Accounts, without notice and without liability to the Client if:
  - 4.1.1 there has been, or if Calligo suspects that there may have been, a breach of the Acceptable Use Policy;
  - 4.1.2 the Client breaches this Agreement or any Software Terms;
  - 4.1.3 the Client fails to pay any amount due to Calligo within 20 Business Days of the due date for payment;
  - 4.1.4 Calligo knows or suspects that a Harmful Element has been introduced into the Services, the Software or the system of any other person where that may affect the Services, the Software, or the Client Infrastructure or Client Applications, or the system of any other client of Calligo;
  - 4.1.5 Calligo knows or suspects that any Client Data infringes the Intellectual Property Rights or other rights of any Third Party, or is in any way unlawful, or may lead to any Third Party instituting legal proceedings against Calligo or any of its Affiliates;
  - 4.1.6 there is a Security Incident that affects the provision of the Services provided to the Client or any other client of Calligo; or
  - 4.1.7 the Client changes, adds to or deletes any public IP address or MAC address allocated to it by Calligo without obtaining Calligo's prior written consent.
- 4.2 Where the reason for the suspension is under clauses 4.1.1 or 4.1.2, without prejudice to its rights under clause 7 (*Term and termination*), Calligo will take steps to investigate the issue and may restore or continue to suspend Services at its discretion.
- 4.3 In relation to suspensions under clause 4.1.3, access to the Services will be restored promptly after Calligo receives payment in full and cleared funds.
- 4.4 Fees shall remain payable during any period of suspension notwithstanding that the Client, and/or any of its Affiliates, and/or some or all of the Users may not have access to the Services.

#### **5. Client Data**

- 5.1 The Client shall own all right, title and interest in and to all of the Client Data and shall have sole responsibility for the legality, reliability, integrity, accuracy and quality of all such Client Data, its content and conformity to the Acceptable Use Policy.
- 5.2 The Client is responsible for defining the controls required so that particular Client Data is accessible only by, and may be changed only by, those people to whom the Client intends to grant access to the Services.
- 5.3 If any of the Client Data is degraded, lost, destroyed or corrupted where Calligo has been engaged to provide and maintain back-up, Calligo will use reasonable endeavours to restore the degraded, lost or corrupted Client Data from the latest back-up of that Client Data, and the provisions of this clause 5.3 set out the Client's sole and exclusive remedy (however arising, whether in contract, negligence or otherwise) in respect of its subject matter.
- 5.4 Calligo will not be responsible for any degradation, loss, destruction, alteration or disclosure of any of the Client Data caused by the Client or any Third Party retained by the Client.
- 5.5 During the provision of the Services, any Client Data in transit between the Client's Infrastructure and Calligo Equipment, is at the Client's risk, and Calligo will not be liable for any degradation, loss, destruction or corruption of any of the Client Data while in transit.

5.6 If Calligo processes any Personal Data on the Client's behalf when providing the Services, the provisions of the Data Processing Agreement will apply in addition to this Clause 5.

5.7 **Client Information;** - Calligo will deal with Client Information in compliance with its own internal policies.

## 6. Fees

6.1 Payment of Fees is due on the fifteenth (15th) day after the date of the invoice, except where Calligo and the Client agree that Fees are paid by direct debit, in which case, payment is due on the thirtieth (30<sup>th</sup>) day after the date of the invoice.

6.2 Without prejudice to any other right or remedy that Calligo may have, if the Client fails to pay Calligo on the due date, interest shall be charged on such due amounts at an annual rate equal to 3% over the then current base lending rate of the HSBC branch local to Calligo's location, which shall accrue on a daily basis and be compounded quarterly, commencing on the due date and continuing until fully paid, whether before or after judgment.

6.3 Payment of Fees must be made by Direct Debit or electronic bank transfer unless otherwise agreed. All payments will be made in the currency applicable in Calligo's location. For the sake of clarity, Calligo will not accept cash or cheques or any other form of payment that is not an electronic payment directly into its bank account.

6.4 Time and materials basis - Where the Services are provided on a time and material basis:

6.4.1 the Fees payable shall be calculated in accordance with the Calligo standard daily fee rates as amended from time to time;

6.4.2 Calligo standard daily fee rates are calculated on the basis of a Business Day;

6.4.3 Calligo shall be entitled to charge at an overtime rate for time worked outside Business Hours on a pro rata basis;

6.4.4 Calligo shall invoice the Client with such payment intervals as described in the Service Documentation and/or monthly in arrears for its Fees for time, expenses and materials (together with Tax, where appropriate) for the month concerned.

6.5 Fixed price basis - where the Services are provided on a fixed price basis:

6.5.1 The Fees shall be the amount set out in the Service Documentation.

6.5.2 The Fees shall exclude the following:

- (a) the cost of accommodation, subsistence, travelling time, parking and any other ancillary expenses reasonably incurred in connection with the Services;
- (b) the cost of any materials or services reasonably and properly provided by Third Parties required by Calligo for the supply of the Services. Such expenses, materials and Third Party services shall be invoiced by Calligo at cost and subject to such price changes as are imposed by the Third party Providers from time to time; and
- (c) Tax, which Calligo shall add to its invoices at the appropriate rate.

6.5.3 Where applicable, on achieving agreed project milestones, Calligo shall invoice the Client for the relevant instalment of the Fees that are then payable, together with expenses and the costs of materials (and Tax, where appropriate), calculated as provided in clause 6.4.4.

6.5.4 Payment of Fees must be made monthly in advance by Direct Debit or electronic bank transfer unless otherwise agreed in advance. All payments will be made in the currency applicable in Calligo's location. For the sake of clarity, Calligo will not accept cash or cheques or any other form of payment that is not an electronic payment directly into its bank account.

6.5.5 Calligo reserves the right, by giving written notice to the Client at any time before delivery of the Services, to increase the Fees to reflect any increase in the cost to Calligo of supplying the Services that is due to any factor beyond its reasonable control (including, without limitation, increases in supplier costs, foreign exchange rates, alteration in the cost of labour, materials or other costs of providing the Services), or any changes to delivery dates or the specification of the Services that are requested by the Client or any delay caused by the Client's failure to give Calligo adequate information or instructions in accordance with this Agreement.

6.5.6 Without prejudice to clauses 6.5.5 and 6.5.7, upon giving four weeks prior notice to the Client, Calligo shall be entitled to increase the Fees and all other costs, charges and expenses in line with the increase (if any) in prices as identified by the Price Index from the date such Fees, costs, charges and expenses were last increased, provided that Calligo not be entitled to increase such Fees, costs, charges and expenses under this clause more than once every 12 months.

6.5.7 Without prejudice to clauses 6.5.5 and 6.5.6, Calligo shall be entitled to increase the Fees for any and all Services on a renewal of the relevant Service Schedule by notice in writing to the Client.

6.5.8 In the event that the cost of any software licence or Third Party Provider used by Calligo in the provision of the Services is increased, (including any currency fluctuation) and without prejudice to the remainder of this clause 6, Calligo reserves the right to increase the Fee accordingly on 20 Business Day's prior notice to the Client.

6.6 To the extent that this Agreement terminates, the Client shall not be entitled to any refund or discount of Fees paid for any parts of any month during which the Services cease to be provided.

## 7. Term and termination

7.1 Term of Agreement - The term of this Agreement begins on the Effective Date and continues until the Client no longer receives any Services under this Agreement, at which stage this Agreement shall terminate, save for those of its provisions, expressly or by implication, that are intended to come into force or continue in force on or after termination or expiry of this Agreement.

7.2 Term of Service - the Service Term for each Service shall be defined in the applicable Service Documentation.

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

7.3.1 the other Party fails to pay any amount due under this Agreement on the due date for payment and remains in default not less than 5 Business Days after being notified in writing to make such payment;

7.3.2 the other Party commits a material breach of any other term of this Agreement which breach is irremediable or (if such breach is remediable) fails to remedy that breach within a period of 10 Business Days after being notified in writing to do so;

7.3.3 the other Party ceases to carry on business, is unable to pay its debts when they fall due, is declared bankrupt, or an order is made or a resolution passed for the winding up of that other Party or the appointment of an administrator, receiver, liquidator or manager of that other Party, to the extent permitted by law,

7.3.4 any event occurs, or proceeding is taken, with respect to the other Party in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in clause 7.3.3 ; or

7.4 Immediately on termination of this Agreement (for any reason):

7.4.1 the rights granted by Calligo under this Agreement shall terminate;

7.4.2 the Client shall (and shall procure that each User and any Affiliate shall) stop using the Services, and destroy and delete or, if requested by Calligo, return any copies of the User Documentation in its possession or control (or in the possession or control of any person acting on behalf of any of them), and certify such return, or destruction and deletion in writing;

7.4.3 all User Accounts or access to all User Accounts will be deactivated or deleted;

7.4.4 Client Data will be retained by Calligo and made available to the Client as described in the Client Exit Assistance Services Policy;

7.4.5 the Client shall pay all unpaid Fees accrued up to the date of termination; and

7.4.6 all sums due to Calligo in respect of the provision of the Services will immediately become due and owing including all costs and expenses which Calligo has incurred or agreed to incur in connection with any work done or to be done for the Client.

7.5 The termination of this Agreement will not affect any accrued rights or liabilities of either Party, nor will it affect the coming into force or the continuance in force of any provision of this Agreement which is expressly, or by implication, intended to come into or to continue in force on or after termination.

## 8. Data protection matters

8.1 The provisions of the Data Processing Agreement shall apply as if set out in full in the body of this Agreement.

## 9. Intellectual property

9.1 Client acknowledges and agrees that Calligo and/or its licensors own all Intellectual Property Rights in the Services. Except as expressly stated in this Agreement, this Agreement does not grant the Client any rights in respect of the Services.

9.2 Calligo owns all right, title, and interest in the Calligo Properties, and subject to receipt by Calligo of all Fees, Calligo grants to Client a non-exclusive, royalty-free license to use the Calligo Properties in connection with the Client's use of the Services and otherwise for its own internal purposes for the duration of the Agreement.



- 9.3 the Client and its licensors shall retain ownership of all Client IPRs, and the Client grants Calligo a non-exclusive, non-transferable, royalty-free right to use the Client's IPRs solely for the purpose of providing the Services to Client.
- 9.4 Calligo shall be free to employ and use at all times its know-how, expertise, methods, techniques, or skills gained, learned or enhanced during the provision of the Services, which shall be considered to form part of the Calligo Properties.
- 9.5 To the extent that a Deliverable contains any Calligo IPR, Client acknowledges and agrees that such Calligo IPR will remain the sole property of Calligo and Calligo grants Client a perpetual, non-exclusive, non-transferable (except in the event of a permitted assignment of this Agreement by Client), royalty-free license to use such Calligo IPR, as reasonably required by Client for its use of the Deliverable(s).
- 9.6 To the extent that a Deliverable contains any Client IPR, Calligo acknowledges and agrees that such Client IPR will remain the sole property of the Client.
- 9.7 All other rights relating to any and all inventions, source files, code, workflows, designs and templates made in the course of providing the Services to the Client, shall be considered Calligo IPR and owned exclusively by Calligo.
- 10. Confidentiality**
- 10.1 For the purposes of this Agreement, "**Confidential Information**" means information related to the subject matter of this Agreement (including, in the case of the Client, Client Data, and in the case of Calligo, details of the Services and the results of any performance tests of the Services) and the business of the disclosing Party, which:
- 10.1.1 derives economic value, actual or potential, from not being generally known to or readily ascertainable by other persons who can obtain economic value from the disclosure or use of the information; or
- 10.1.2 is identified by either Party as "**Confidential**" and/or "**Proprietary**", or which, under all of the circumstances, ought reasonably to be treated as confidential and/or proprietary, including this Agreement.
- 10.2 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:
- 10.2.1 is at the time of disclosure or thereafter becomes publicly known other than through any act or omission of the receiving Party;
- 10.2.2 is at the time of disclosure, or thereafter becomes, through a source other than the receiving Party, publicly known;
- 10.2.3 is subsequently learned from a Third Party that does not impose an obligation of confidentiality on the receiving Party;
- 10.2.4 was known to or in the possession of the receiving Party at the time of disclosure; or
- 10.2.5 is independently developed by the receiving Party, which independent development can be shown by written evidence.
- 10.3 Subject to clause 10.5, each Party shall hold the other's Confidential Information in confidence and not make the other's Confidential Information available to any Third Party, or use the other's Confidential Information for any purpose other than the performance of this Agreement.
- 10.4 The receiving Party shall use the same degree of care as it uses to protect the confidentiality of its own Confidential Information of like nature, but no less than a reasonable degree of care, to maintain in confidence the Confidential Information of the disclosing Party.
- 10.5 Either Party may disclose Confidential Information received from the other Party which:
- 10.5.1 is required to be disclosed by law, including, without limitation all information which is lawfully required to be disclosed in order to comply with the provisions of legislation in respect of proceeds of crime, anti-money laundering, anti-terrorism, financial services regulation, the Common Reporting Standard, FATCA and any other similar legislation from time to time in force and any other legal obligation imposed on the disclosing Party to the extent that such legislation or other obligations are enforceable against the disclosing Party;
- 10.5.2 is disclosed to nominated third parties under written authority from the original disclosing Party of the Confidential Information; or
- 10.5.3 is disclosed to the receiving Party's legal counsel, accountants or professional advisers to the extent necessary for them to advise upon the interpretation or enforcement of this Agreement.
- 10.6 Calligo:
- 10.6.1 undertakes to disclose Confidential Information only to those of its officers, employees, agents, contractors and direct and indirect sub-contractors to whom, and to the extent to which, such disclosure is necessary for the purposes contemplated under this Agreement or as otherwise reasonably necessary for the provision or receipt of the Services, and

- 10.6.2 shall be responsible to the Client for any acts or omissions of any of the persons referred to in clause 10.6.1 in respect of the confidentiality and security of the Confidential Information as if they were those of Calligo.
- 10.7 The obligations of confidentiality under this Agreement with respect to any Confidential Information shall survive the termination of this Agreement.
- 10.8 Upon termination of this Agreement, the receiving Party, at the option and written request of the disclosing Party, will promptly return or destroy and/or delete all Confidential Information belonging to the disclosing Party, and certify such return, or destruction and deletion in writing to the disclosing Party.
- 11. Warranties**
- 11.1 Each Party warrants to the other Party that it has the right, power and authority to enter into this Agreement and grant to the other Party the rights (if any) contemplated in this Agreement and to perform its obligations under this Agreement.
- 11.2 The Client warrants that:
- 11.2.1 it shall (and shall ensure its Affiliates and their respective Users shall) at all times comply with all applicable laws relating to the use or receipt of the Services, including laws relating to privacy, data protection and use of systems and communications; and
- 11.2.2 it has not been induced to enter into this Agreement by any representation or warranty except those specifically set out in this Agreement. The Client waives all claims for breach of any warranty and all claims for any misrepresentation, (negligent or any other kind, unless made by Calligo fraudulently) which is not specifically set out in this Agreement.
- 11.3 Calligo warrants that the Services will substantially comply with their description in the Service Schedules and/or Statement of Work when used in accordance with this Agreement under normal use and normal circumstances and that it has and will maintain all necessary licences, consents, and permissions necessary for the performance of its obligations under this Agreement.
- 11.4 The Client acknowledges and accepts that the warranty in clause 11.3 and the undertaking in clause 2.7 are subject to the limitations in clause 12 (*Limitation of Liability and indemnities*) and the following provisions of this clause 11.4:
- 11.4.1 the Services provided to the Client are on an "as is" basis;
- 11.4.2 Calligo gives no warranty that the Client's use of the Services will be uninterrupted or error-free;
- 11.4.3 the continued availability, compatibility with the Services and performance of Software of Third Party Providers is outside the control of Calligo and it has no responsibility for any unavailability of or degradation in the Services to the extent resulting from the availability, incompatibility or performance of any Software of Third Party Providers;
- 11.4.4 Calligo gives no warranty that the Software or the Services will be free from Vulnerabilities; or
- 11.4.5 Calligo gives no warranty that the Services will comply with any Heightened Cybersecurity Requirements;
- 11.4.6 Calligo will not be responsible for any delays, delivery failures, or any other loss or damage resulting from the transfer of data over communications networks and facilities, including the internet, and the Client acknowledges that the Services may be subject to limitations, delays and other problems inherent in the use of such communications facilities;
- 11.4.7 Calligo will not be liable for any fault or defect in any of the Client Applications or Client Infrastructure or for any fault or defect caused by the application of any security patch, or caused by any upgrade, update, new release, revision, version, workaround or modification to the Client Applications or Client Infrastructure;
- 11.4.8 Calligo will not be liable for any error or incompleteness in the Client Data;
- 11.5 If there is a breach of any warranty in clause 11.3 and the undertaking in clause 2.7, Calligo shall at its option: use reasonable endeavours to repair or replace the impacted Services within a reasonable time or (whether or not it has first attempted to repair or replace the impacted Service) or refund the Fees for the impacted Services which were otherwise payable for the period during which Calligo was in breach of any such warranty or undertaking (provided such period is at least 5 consecutive Business Days). To the maximum extent permitted by law, this clause 11.5 and clause 2.2 set out the Client's sole and exclusive remedy (however arising, whether in contract, negligence or otherwise) for any breach of any of the warranties and undertaking in clauses 2.7 and 11.3.
- 11.6 The Client acknowledges that the benefits of using the Services are dependent on the Client exercising proper skill, care and judgement in inputting and maintaining the Client Data and in interpreting the information and data received via the Services. Calligo does not warrant that any such data will be complete, accurate or up to date, and Calligo will not be liable for the consequences of any decision taken by the Client or any other person, on the basis of that information or data.

11.7 Other than as set out in this clause 11, and subject to clause 12.4, all warranties, conditions, terms, undertakings or obligations whether express or implied and including any implied terms relating to quality, fitness for any particular purpose or ability to achieve a particular result are excluded to the fullest extent allowed by applicable law.

## 12. Limitation of liability and indemnities

12.1 The extent of Calligo's liability under or in connection with this Agreement (regardless of whether such liability arises in tort, contract or in any other way and whether or not caused by negligence or misrepresentation or under any indemnity) shall be as set out in this clause 12.

12.2 Subject to clause 12.4, Calligo's total aggregate liability howsoever arising under or in connection with this Agreement shall not exceed the lesser of:

12.2.1 an amount equal to the Fees for the Services paid by the Client in the 12-month period immediately preceding the first incident giving rise to any claim under this Agreement; and

12.2.2 the sum of £1,000,000.

12.3 Subject to clause 12.4, Calligo shall not be liable for consequential, indirect or special losses, nor shall it be liable for any of the following (whether direct or indirect):

12.3.1 loss of profit;

12.3.2 loss or corruption of software or systems;

12.3.3 loss or damage to equipment;

12.3.4 loss of use;

12.3.5 loss of production;

12.3.6 loss of contract;

12.3.7 loss of opportunity;

12.3.8 loss of savings, discount or rebate (whether actual or anticipated); and/or

12.3.9 harm to reputation or loss of goodwill.

12.4 Notwithstanding any other provision of this Agreement, Calligo's liability shall not be limited in any way in respect of the following:

12.4.1 death or personal injury caused by negligence;

12.4.2 fraud or fraudulent misrepresentation; or

12.4.3 any other losses which cannot be excluded or limited by applicable law.

12.5 The Client shall defend, indemnify and hold harmless Calligo against all claims, actions, proceedings, losses, damages, expenses and costs (including without limitation court costs and reasonable legal fees) arising out of or in connection with:

12.5.1 the Client's use of the Services;

12.5.2 the Client's use of Third Party Software;

12.5.3 the Client Applications and Client Infrastructure; and

12.5.4 the Client's failure to comply with the provisions of this Agreement.

12.6 Calligo shall defend the Client against any claim that the Client's use of the Services in accordance with this Agreement infringes any Intellectual Property Rights of a Third Party, and shall indemnify the Client for any amounts awarded against the Client in judgment or settlement of such claims, provided that:

12.6.1 Calligo is given prompt notice of any such claim;

12.6.2 the Client provides reasonable co-operation to Calligo in the defence and settlement of such claim, at Calligo's expense; and

12.6.3 Calligo is given sole authority to defend or settle the claim.

- 12.7 In the defence or settlement of any claim arising under clause 12.6, Calligo may procure the right for the Client to continue using the Services, replace or modify the Services so that they become non-infringing or, if such remedies are not reasonably available, terminate this Agreement on 5 Business Days' notice to the Client without any additional liability or obligation to pay liquidated damages or other additional costs to the Client.
- 12.8 In no event shall Calligo, its employees, agents and contractors be liable to the Client to the extent that the alleged infringement is based on:
- 12.8.1 a modification of the Services by anyone other than Calligo; or
  - 12.8.2 the Client's use of the Services in a manner contrary to the instructions given to the Client by Calligo; or
  - 12.8.3 the Client's use of the Services after notice of the alleged or actual infringement from Calligo or any appropriate authority.
- 12.9 The provisions of clause 12.6 shall be the Client's sole and exclusive right and remedy, and Calligo's (including its employees', agents' and contractors') entire obligations and liability, for infringement of any Intellectual Property Rights.
- 12.10 This clause 12 shall survive the termination of this Agreement.

### 13. Notices

- 13.1 Any notice given by a Party under this Agreement shall be in writing, in English and sent to the relevant Party at the address set out in clause 13.2 or such other address as the Party may notify to the other party from time to time.
- 13.2 Notices shall be sent to:
- 13.2.1 in the case of those to Calligo, to:

Address	Block 3, the Forum, Grenville Street, St. Helier, Jersey, JE2 4UF
Email	legal@calligo.io
F.A.O	COO and Legal Counsel

- 13.2.2 in the case of those to the Client, to the address and/or email provided in the Service Schedule or Statement of Work and/or any designated Primary Contact.
- 13.3 This clause does not apply to notices given in legal proceedings or arbitration.

### 14. Non-solicitation

- 14.1 During the term of this Agreement and for a period of 12 months following termination of this Agreement, howsoever arising, neither Party shall, without the prior written consent of the other, directly or indirectly solicit or encourage any person to leave the employment or other service of the other Party or any of its Affiliates.

### 15. Change control

- 15.1 Either Party may propose changes to the scope or execution of the Services, but no proposed changes shall come into effect until a relevant Change Order has been signed by both parties. A "Change Order" shall be a document setting out the proposed changes and the effect that those changes will have on:
- 15.1.1 the Services;
  - 15.1.2 the Fees;
  - 15.1.3 the timetable for the Services; and
  - 15.1.4 any of the other terms of the relevant Service Documentation.
- 15.2 If Calligo wishes to make a change to the Services, it shall provide a draft Change Order to the Client.
- 15.3 If the Client wishes to make a change to the Services:
- 15.3.1 it shall notify Calligo and provide as much detail as Calligo reasonably requests of the proposed change, including the timing of the proposed change; and
  - 15.3.2 Calligo shall, as soon as reasonably practicable after receiving the information at clause 15.3.1, provide a draft Change Order to the Client.
- 15.4 If the parties:

- 15.4.1 agree to a Change Order, they shall sign it and that Change Order shall amend the relevant Service Schedule or SOW; or
  - 15.4.2 are unable to agree on the language of a Change Order, either party may require the disagreement to be dealt with in accordance with the dispute resolution procedure in clause 28 (*Dispute Resolution*).
- 15.5 Calligo may charge for the time it spends on preparing and negotiating Change Orders which implement changes proposed by the Client pursuant to clause 15.3 on a time and materials basis at Calligo's standard daily rates.

## 16. Force majeure

- 16.1 For the purposes of this Agreement, "**Force Majeure Event**" means any circumstance not within a Party's reasonable control including, without limitation, acts of God, flood, drought, earthquake or other natural disaster; epidemic or pandemic; terrorist attack, civil war, civil commotion or riots, war, threat of or preparation for war, armed conflict, imposition of sanctions, embargo, or breaking off of diplomatic relations; nuclear, chemical or biological contamination or sonic boom; any law or any action taken by a government or public authority, including without limitation imposing an export or import restriction, quota or prohibition, or failing to grant a necessary licence or consent; collapse of buildings, fire, explosion or accident; any labour or trade dispute, strikes, industrial action or lockouts (other than in each case by the Party seeking to rely on this clause, or Affiliates of such Party); non-performance by suppliers or contractors (other than by Affiliates of the Party seeking to rely on this clause); and interruption or failure of utility service and third parties.
- 16.2 Provided it has complied with clause 16.4, if a Party is prevented, hindered or delayed in or from performing any of its obligations under this Agreement by a Force Majeure Event (the "**Affected Party**"), the Affected Party shall not be in breach of this Agreement or otherwise liable for any such failure or delay in the performance of such obligations. The time for performance of such obligations shall be extended accordingly.
- 16.3 The Affected Party shall:
- 16.3.1 as soon as reasonably practicable after the start of the Force Majeure Event, notify the other Party in writing of the Force Majeure Event, the date on which it started, its likely or potential duration, and the effect of the Force Majeure Event on its ability to perform any of its obligations under this Agreement; and
  - 16.3.2 use all reasonable endeavours to mitigate the effect of the Force Majeure Event on the performance of its obligations.
- 16.4 If the Force Majeure Event prevents, hinders or delays the Affected Party's performance of all or a substantial part of its obligations for a continuous period of more than 20 Business Days, the Party not affected by the Force Majeure Event may terminate this Agreement by giving 20 Business Days' written notice to the Affected Party.

## 17. Entire agreement

- 17.1 This Agreement constitutes the entire agreement between the Parties and supersedes all previous agreements, understandings and arrangements between them in respect of its subject matter, whether in writing or oral.
- 17.2 Each Party acknowledges that in entering into this Agreement it does not rely on, and shall have no remedies in respect of, any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this Agreement.
- 17.3 Each Party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in this Agreement.
- 17.4 Nothing in this Agreement shall limit or exclude any liability for fraud.

## 18. Variation

- 18.1 No variation of this Agreement shall be effective unless it is in writing and signed by the Parties (or their authorised representatives).

## 19. Assignment and sub-contracting

- 19.1 Calligo may at any time assign, sub-contract, sub-license (including by multi-tier), transfer, mortgage, charge, declare a trust of or deal in any other manner with any or all of its rights or obligations under this Agreement.
- 19.2 Except as expressly permitted by this Agreement, the Client shall not assign, transfer, sub-contract, sub-license, mortgage, charge, declare a trust of or deal in any other manner with any or all of its rights or obligations under this Agreement (including the any licence rights granted), in whole or in part, without Calligo's prior written consent, such consent not to be unreasonably withheld, conditioned or delayed.

**20. Set off**

20.1 Each Party shall pay all sums that it owes to the other party under this Agreement without any set-off, counterclaim, deduction or withholding of any kind, save as may be required by law.

**21. No partnership or agency**

21.1 The Parties are independent and are not partners or principal and agent and this Agreement does not establish any joint venture, trust, fiduciary or other relationship between them, other than the contractual relationship expressly provided for in it. Neither Party shall have, nor shall represent that it has, any authority to make any commitments on the other Party's behalf.

**22. Severance**

22.1 If any provision of this Agreement (or part of any provision) is or becomes illegal, invalid or unenforceable, the legality, validity and enforceability of any other provision of our Agreement shall not be affected.

22.2 If any provision of this Agreement (or part of any provision) is or becomes illegal, invalid or unenforceable but would be legal, valid and enforceable if some part of it was deleted or modified, the provision or part-provision in question shall apply with such deletions or modifications as may be necessary to make the provision legal, valid and enforceable. In the event of such deletion or modification, the Parties shall negotiate in good faith in order to agree the terms of a mutually acceptable alternative provision.

**23. Waiver**

23.1 No failure or delay by a party to exercise any right or remedy provided under this agreement or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

**24. Publicity**

24.1 Calligo may name the Client in its marketing materials, including its website, but may not, without the prior written approval of the Client, identify the products or services supplied or attribute any comment to the Client.

**25. Costs and expenses**

25.1 Each Party shall pay its own costs and expenses incurred in connection with the negotiation, preparation, signature and performance of this Agreement (and any documents referred to in it).

**26. Third party rights**

26.1 A person who is not a party to this Agreement shall not have any rights whether conferred by law or otherwise to enforce any of its provisions.

**27. Governing law and Jurisdiction**

27.1 If this Agreement is with **Calligo Limited**; -

27.1.1 this Agreement and any dispute or claim arising out of, or in connection with, it, its subject matter or formation (including non-contractual disputes or claims) shall be governed by, and construed in accordance with, the laws of the island of Jersey.

27.1.2 The Parties irrevocably agree that the courts of Jersey shall have exclusive jurisdiction to settle any dispute or claim arising out of, or in connection with, this Agreement, its subject matter or formation (including non-contractual disputes or claims).

27.2 If this Agreement is with **Calligo (U.K.) Limited**; -

27.2.1 this Agreement and any dispute or claim arising out of, or in connection with, it, its subject matter or formation (including non-contractual disputes or claims) shall be governed by, and construed in accordance with, the laws of England and Wales.

27.2.2 The Parties irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of, or in connection with, this Agreement, its subject matter or formation (including non-contractual disputes or claims).

27.3 If this Agreement is with **Calligo (Canada) Inc.**; -

27.3.1 This Agreement shall be construed and enforced in accordance with the laws of the Province of Ontario and the laws of Canada as applicable therein and shall be treated in all respects as an Ontario contract.

27.3.2 The Parties irrevocably agree to attorn to the jurisdiction of the courts of the Province of Ontario for the conduct of any legal proceedings under and/or related to this Agreement.

- 27.4 If this Agreement is with **Calligo (Ireland) Limited**: -
- 27.4.1 this Agreement and any dispute or claim arising out of, or in connection with, it, its subject matter or formation (including non-contractual disputes or claims) shall be governed by, and construed in accordance with, the laws of Ireland.
- 27.4.2 The Parties irrevocably agree that the courts of Ireland shall have exclusive jurisdiction to settle any dispute or claim arising out of, or in connection with, this Agreement, its subject matter or formation (including non-contractual disputes or claims).
- 27.5 If this Agreement is with **Calligo (U.S.) Inc.**: -
- 27.5.1 This Agreement shall be construed and enforced in accordance with the laws of the State of Washington, without giving effect to its laws of conflicts.
- 27.5.2 Each party irrevocably agrees to bring any dispute arising under this Agreement to an applicable court sitting in King County, Washington.
- 28. Dispute Resolution**
- 28.1 If a dispute arises out of or in connection with this agreement or the performance, validity or enforceability of it (**Dispute**), then, except as expressly provided in this agreement, the parties shall follow the procedure set out in this clause:
- 28.1.1 either Party shall give to the other written notice of the Dispute, setting out its nature and full particulars (**Dispute Notice**), together with relevant supporting documents.
- 28.1.2 On service of the Dispute Notice, the Primary Contact of each Party shall attempt in good faith to resolve the Dispute;
- 28.1.3 if the persons described in clause 28.1.2 are for any reason unable to resolve the Dispute within 10 days of service of the Dispute Notice, the Dispute shall be referred to the COO (or equivalent) of each Party who shall attempt in good faith to resolve it; and
- 28.1.4 if the persons described in clause 28.1.3 are for any reason unable to resolve the Dispute within 10 days of it being referred to them, the Parties agree to enter into mediation in good faith to settle the dispute in accordance with the CEDR Model Mediation Procedure.
- 28.1.5 Unless otherwise agreed between the parties within 20 days of service of the Dispute Notice, the mediator shall be nominated by CEDR. To initiate the mediation, a party must serve notice in writing (**ADR notice**) to the other party to the Dispute, referring the dispute to mediation. A copy of the ADR notice should be sent to CEDR. Unless otherwise agreed between the parties, the mediation will start not later than 60 days after the date of the ADR notice.
- 28.2 The commencement of mediation shall not prevent the parties commencing or continuing court proceedings in relation to the Dispute under clause 27 (*Governing law and Jurisdiction*) which clause shall apply at all times.
- 29. Counterparts**
- 29.1 This Agreement may be executed in any number of counterparts, each of which shall constitute a duplicate original, but all the counterparts shall together constitute the one agreement.
- 29.2 No counterpart shall be effective until each Party has provided to the other Party at least one executed counterpart.

## Appendix 1. Cloud Services

This appendix details the additional terms applicable to the provision of Cloud Services.

### 1. Definitions:

<b>"Cloud Resources"</b>	means resources such as processor, memory, disk space, data transfer (also referred to as bandwidth), virtualisation software, operating systems and network or software elements that comprise a cloud-based infrastructure, and <b>"Cloud Resource"</b> means any element of the foregoing resources;
<b>"Emergency Maintenance"</b>	means unplanned maintenance carried out by Calligo and/or a Third Party Provider which may interrupt the Services at any time for a reasonable duration of time, without any notice or liability, in order to install, repair, replace or to perform any necessary maintenance on the Services or for such other technical reasons as may be required;
<b>"Harmful Element"</b>	means any thing or device (including any software, code, file or programme) which may: prevent, impair or otherwise adversely affect the operation of any computer software, hardware or network, any telecommunications service, equipment or network or any other service or device; prevent, impair or otherwise adversely affect access to or the operation of any programme or data, including the reliability of any programme or data (whether by re-arranging, altering or erasing the programme or data in whole or part or otherwise); or adversely affect the user experience, including worms, trojan horses, viruses and other similar things or devices;
<b>"Heightened Cybersecurity Requirements"</b>	means any laws, regulations, codes, guidance (from regulatory and advisory bodies, whether mandatory or not), international and national standards, industry schemes and sanctions, which are applicable either to the Client or a User (but not Calligo) relating to security of network and information systems and security breach and incident reporting requirements;
<b>"Microsoft SPLA"</b>	means the Microsoft Service Provider License Agreement for service providers and independent software vendors who provide software and hosted applications to end customers;
<b>"Scheduled Maintenance"</b>	means any planned or preventative repair, maintenance, upgrade, update, support, testing or implementation of any system carried out by Calligo or a Third Party Provider about which the Client is notified at least 48 hours in advance and that is performed during a standard maintenance window between 22:00 and 04:00 local time of the data centre or at another time outside of Business Hours with not less than 5 days' notice to the Client, or otherwise as published at <a href="http://www.calligo.io/services-and-policies/">www.calligo.io/services-and-policies/</a> and as updated from time to time;
<b>"Service Credits"</b>	means a credit (or rebate) to the Client as a remedy for a failure to comply with service levels as calculated and applied in accordance with the SLA;
<b>"SLA"</b>	means the Service Level Agreement, being the service levels and target performance metrics for the Cloud Services published at <a href="http://www.calligo.io/services-and-policies/">Services and policies - Calligo</a> and as updated by Calligo from time to time;
<b>"Subscribed Territory"</b>	means, in respect of the relevant Services, the territories identified in the Service Documentation except to the extent it is illegal (including as a result of any embargo) under the laws of the United States, any member state of the European Union and the United Kingdom, as binding on any person for the Services to be provided to or received within such territories from time to time;
<b>"Virtual Machine"</b>	means a guest operating system such as Windows or Linux that runs as an isolated entity on a host and is separated from the physical resources it uses, such that the host environment is able to dynamically assign those resources among several Virtual Machines;

### 2. Additional Terms for Cloud Services

- 2.1 Orders for Cloud Services and/or Cloud Resources including Equipment (if any), whether for lease or purchase, that have been accepted by Calligo may only be cancelled by the Client with the prior written agreement of Calligo and on the condition that the Client shall indemnify Calligo in full against all losses (including, without limitation, loss of profit), damages, costs (including, without limitation, the cost of all labour and materials of equipment used) and expenses incurred by Calligo as a result of such cancellation.
- 2.2 Except for when Scheduled Maintenance or Emergency Maintenance is carried out, if the service levels described in the SLA or Service Schedule are not met, Service Credits shall accrue in accordance with the SLA, which the Client acknowledges are adequate and sufficient, and shall be the Client's sole remedy for failure to meet the service levels in the SLA.



- 2.3 Calligo will endeavour to carry out Emergency Maintenance outside Business Hours and to give the Client at least 2 Business Hours' notice in advance of the same. However, the Client acknowledges that, depending on the circumstances, Calligo may not be able to give that or any notice of Emergency Maintenance and shall have no liability to the Client accordingly.
- 2.4 Where the provision of the Services includes the use of Cloud Resources, the Client may utilise more Cloud Resources (whether by using self-service tools or instruction to Calligo) and, unless otherwise agreed in writing, increased resources will be charged at the same rate as the Client's existing resources. The Client acknowledges that an increase in one Cloud Resource (e.g. storage) may have a consequent increase in other Cloud Resources (e.g. back-ups or data replication). An increase in Cloud Resources will be reflected in the monthly Fees.
- 2.5 The Client may not decrease its use of Cloud Resources below 80% of the previous month's consumption of Cloud Resources without obtaining the prior written consent of Calligo and in no event may the Client decrease the consumption of Cloud Resources below those detailed in the Service Documentation during the Service Term.
- 2.5.1 before the Services Commencement Date, and to the satisfaction of Calligo, procure that the Client Infrastructure and Client Applications necessary for it, in the sole opinion of Calligo, is adequate to receive and/or utilise the Services and complies with the Compatibility Matrix and otherwise ensures that the Client Infrastructure and Client Applications comply with the relevant specifications provided by Calligo from time to time;
- 2.6 Save as may be set out in the Data Processing Agreement, any obligation of Calligo under this Agreement to comply or ensure compliance by any person or the Services with any law shall be limited to compliance only with laws within the Subscribed Territory as generally applicable to businesses and to providers of software as a service solution. Such obligations shall not be construed to create any obligation on Calligo (or anyone acting on its behalf) or any part of the Services to comply with any laws or regulations which apply solely to specific commercial or other activities (such as insurance, legal advice or banking or other professional services) or which apply solely to a specific commercial or non-commercial sector (or part thereof) (such as the public, legal, accountancy, actuarial, insurance, banking or financial service sectors).
- 2.7 Calligo will, unless otherwise stated, host the Software using its own infrastructure (hosted in commercial, third party, data centres). Where possible and at Calligo's discretion, upon the Client's request, Client Data may be stored in specific jurisdictions, however the Client acknowledges that the Software and/or Client Data may be accessed from outside any specified jurisdiction and that if the Client requires to restrict such access then it is responsible for implementing technical or other measures to effect such restriction, subject to such restriction being compatible with the provision of the Services, as determined by Calligo.
- 2.8 Calligo is under no obligation to check that the Client Data is lawful or compliant with the Acceptable Use Policy. However, Calligo reserves the right to remove or disable access to any Client Data which it suspects is infected with a Harmful Element or which might infect or corrupt Calligo data or systems or the data or systems of any person. For the avoidance of doubt, Calligo will not interrogate any Client Data.
- 2.9 Without prejudice to any other provision of this Agreement, all claims (if any) for any Service Credits shall be time barred upon expiry of 30 Business Days from the date of termination of this Agreement.
- 3. Client Applications and Third Party Software**
- 3.1 The Client acknowledges that the Services may enable or assist the Client to access the website content of, correspond with, and/or purchase products and services from, other Third Parties (and, in particular, Client Applications) and that it does so solely at its own risk. Calligo makes no representation, warranty or commitment and shall have no liability or obligation whatsoever in relation to the content or use of, or correspondence with, any such Third Party, or any transactions completed, and any contract entered into by the Client, with any such Third Party. Any contract entered into and any transaction completed via any Third Party is between the Client and the relevant Third Party, and not Calligo.
- 3.2 Calligo recommends that the Client refers to the Third Party's website terms and conditions and privacy policy prior to using the Third Party Software and/or services. Unless otherwise stipulated by Calligo in writing, Calligo does not endorse or approve any Third Party nor the content of any Third Party website.
- 3.3 Before installing any Third Party Software or Client Applications, the Client undertakes that;
- 3.3.1 it will first consult the Compatibility Matrix and satisfy itself that the Third Party Software and/or Client Applications meets the minimum requirements of the Compatibility Matrix; and
- 3.3.2 further warrants that its use of any Third Party Software and/or Client Applications is, and will remain, compatible with use of the Services.

## Appendix 2. Privacy Services

This appendix details the additional terms applicable to the provision of Privacy Services.

### 1. Definitions

<b>Acceptance:</b>	has the meaning given to it in clause 7 of this Appendix;
<b>CCPA:</b>	Assembly Bill 375 of the California House of Representatives, an act to add Title 1.81.5 (commencing with Section 1798.100) to Part 4 of Division 3 of the Civil Code of the State of California relating to privacy and approved by the California Governor on June 28, 2018, known as the California Consumer Privacy Act of 2018;
<b>Data Protection Legislation:</b>	all applicable legislation and regulatory requirements in force from time to time relating to the use of personal data and the privacy of electronic communications, including, without limitation (i) any data protection legislation from time to time in force in the UK including the Data Protection Act 2018 or any successor legislation, as well as (ii) the General Data Protection Regulation ((EU) 2016/679) and any other directly applicable European Union regulation relating to data protection and privacy (for so long as and to the extent that the law of the European Union has legal effect in the UK) and (iii) any applicable local laws implementing or incorporating the terms of the GDPR;
<b>Engagement:</b>	as defined in the Service Schedule and/or SOW;
<b>GDPR:</b>	the European Union General Data Protection Regulation (Regulation (EU) 2016/679) as amended from time to time and includes all subordinate legislation made under the GDPR;
<b>Relevant Legislation:</b>	as defined in the Service Schedule and/or SOW;
<b>Supervisory Authority</b>	has the meaning attributed to it in the GDPR;
<b>Termination Report:</b>	the report produced by Calligo pursuant to clause 6.1 of this Appendix 2.

### 2. Additional terms for Privacy Services

- 2.1 Calligo will provide the Privacy Services from Calligo offices unless otherwise agreed by Calligo.
- 2.2 Calligo reserves the right to charge to the Client all reasonably incurred travel and other expenses arising from the provision of the Privacy Services.
- 2.3 Calligo will provide the Privacy Services to the legal entity named in the Service Schedule and/or Statement of Work(s) only and no Affiliates of the Client or associated companies shall be included within the scope unless otherwise agreed with Calligo.
- 2.4 The Client acknowledges that data protection legislation and privacy practices, as detailed in the Relevant Legislation, are constantly evolving. Calligo will provide the Privacy Services based on its understanding of the Relevant Legislation at the time of delivery of the Privacy Services and how it may be applied by the relevant courts and/or regulatory authorities. Calligo reserves the right to amend the services provided to reflect any guidance released during the Engagement and industry practice.

### 3. Additional Client Obligations for the Privacy Services

- 3.1 The Client shall:
  - 3.1.1 co-operate fully and in a timely manner with Calligo and keep Calligo informed of, and involved in, all issues which relate to the Privacy Services;
  - 3.1.2 ensure that the Client Privacy Lead (as specified in the Statement(s) of Work) or Primary Contact has sufficient resource and they and relevant senior management commit an appropriate amount of time to any tasks reasonably requested by Calligo in relation to the Privacy Services;
  - 3.1.3 notify Calligo of any Security Incidents upon detection of such Security Incident;
  - 3.1.4 ensure that Calligo has access to all reasonably required members of staff, agents, and consultants in order to perform the Privacy Services and provide adequate resources (including, but not limited to, infrastructure and staff resources) to enable Calligo to perform the Privacy Services in the manner required under the Agreement;
  - 3.1.5 provide to Calligo, in a timely manner, all documents, information, items and materials in any form (whether owned by the Client or a third party) reasonably required by Calligo in connection with the Privacy Services and ensure that they are accurate and complete in all material respects;
  - 3.1.6 provide, for Calligo, its agents, subcontractors, consultants and employees, in a timely manner and at no charge, access to the Client's premises, office accommodation, data and other facilities as reasonably required by Calligo;

- 3.1.7 obtain and maintain all necessary licenses and consents and comply with all relevant legislation as required to enable Calligo to provide the Privacy Services;
- 3.1.8 allow Calligo sufficient time within which to perform the Privacy Services.

3.2 The Client shall comply with any additional obligations on the Client set out in the Statement(s) of Work.

#### **4. Personal Data**

4.1 Both parties will comply with all applicable requirements of the Data Protection Legislation. This clause 4 of this Appendix is in addition to, and does not relieve, remove or replace, a party's obligations under the Data Protection Legislation.

4.2 For the purposes of the GDPR, Calligo is the Controller of all Personal Data relating to the Client or the Client's Data Subjects which is received or accessed during the course of providing the Privacy Services, unless otherwise specified in the SOW. Personal Data will be held in accordance with Calligo's Privacy Policy and the Client shall ensure that, in relation to any Data Subjects whose Personal Data the Client provides to Calligo, all Personal Data is provided in accordance with Data Protection Legislation and all such Data Subjects:

- 4.2.1 are provided with a copy of the Privacy Policy;
- 4.2.2 are informed that Calligo will be Processing their Personal Data as a Data Controller; and
- 4.2.3 where necessary, have provided their consent to Calligo Processing their Personal Data.

#### **5. Additional Termination Provisions for the Privacy Services**

5.1 The Client repeatedly or consistently fails (in the sole opinion of Calligo) to implement Calligo's recommendations in relation to the Relevant Legislation.

#### **6. Consequences of Termination**

6.1 Upon receipt or issue (as applicable) by Calligo of notice to terminate pursuant to clause 7 of the Calligo Terms, Calligo shall begin to produce a Termination Report that sets out the Client's maturity in relation to the Relevant Legislation as at the date of the Termination Report. The provision of the Termination Report shall be Calligo's sole responsibility in relation to transitioning the Privacy Services to another supplier unless otherwise agreed in writing by Calligo. In the event that the Termination Report is delivered prior to the expiry of any outstanding notice period, Calligo reserves the right to waive such outstanding notice period and terminate the Agreement immediately upon delivery of the Termination Report to the Client.

#### **7. Acceptance**

7.1 Once the Engagement has, in the sole discretion of Calligo, been concluded, Calligo shall contact the Client to notify it and request, subject to clause 7.3, that the Client provide an acknowledgement that the Engagement has been concluded ("**Acceptance**").

7.2 Subject to clause 7.3, Acceptance shall be deemed to have occurred on the earlier of:

- 7.2.1 the Client's confirmation, in writing, of the Acceptance; or,
- 7.2.2 the period of 5 Business Days expiring from the notification of conclusion.

7.3 If the Client, acting in good faith, disagrees that the Engagement has been concluded, then it shall notify Calligo in writing of its disagreement, setting out details as to what it considers to be outstanding to conclude the Engagement.

7.4 Calligo shall then either attend to those outstanding matters or, if it disagrees with the Client, require the disagreement to be dealt with in accordance with the dispute resolution procedure in clause 28 of the Calligo Terms (*Dispute Resolution*).

#### **8. Governing Law and Jurisdiction**

8.1 Any SOW, Service Schedule or Deliverable provided under the Privacy Services, together with any dispute or claim arising out of or in connection with them or their subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.

8.2 Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with any SOW, Service Schedule or Deliverable provided under the Privacy Services or their subject matter or formation (including non-contractual disputes or claims).

**Appendix 3. Data Insights**

This appendix details the additional terms applicable to the provision of Data Insight Services.

**1. Definitions**

<b>Acceptance:</b>	has the meaning given to it in clause 5 of this Appendix;
<b>Client Materials:</b>	all documents, information, items and materials in any form, whether owned by the Client or a third party, which are provided by the Client to Calligo in connection with the Services, including any items specified in the Statement(s) of Work.

**2. Additional Client Obligations for the Data Insight Services**

2.1 The Client is responsible for the accuracy, completeness, access, and timeliness of its content, information and data. Calligo's performance of the Services is dependent on the Client's timely provision of accurate and reasonably complete resources and information, including but not limited to timely approvals and consents, and detailed, precise and clear specifications for any designs, third party interfaces, architecture, code and content.

**3. Primary Contacts**

- 3.1 The Primary Contacts in relation to the Services for both the Client and Calligo shall be set out in each SOW.
- 3.2 Both parties shall use all reasonable endeavours to ensure that the same person identified in an SOW remains in their designated role throughout the term of the SOW but may replace that person from time to time where reasonably necessary in the interests of the relevant party's business. Any such replacement shall be notified to the other party in writing (which may be via email) at least 2 weeks before the change is implemented.
- 3.3 Where Calligo is providing more than one Service to the Client, a different Primary Contact may need to be appointed for each of those Services.

**4. Liability**

4.1 Calligo is entitled to rely upon the accuracy of the Client Materials and shall not be liable for any inaccuracies contained in any Client Materials or any advice provided in reliance upon such Client Materials.

**5. Acceptance of the Data Insight Services**

- 5.1 Once the Engagement has, in the sole discretion of Calligo, been concluded, Calligo shall contact the Client to notify it and request, subject to clause 5.3 of this Appendix, that the Client provide an acknowledgement that the Engagement has been concluded ("**Acceptance**").
- 5.2 Subject to clause 5.3 of this Appendix, Acceptance shall be deemed to have occurred on the earlier of:
  - 5.2.1 the Client's confirmation, in writing, of the Acceptance; or,
  - 5.2.2 the period of 5 Business Days expiring from the notification of conclusion.
- 5.3 If the Client, acting in good faith, disagrees that the Engagement has been concluded, then it shall notify Calligo in writing of its disagreement, setting out details as to what it considers to be outstanding to conclude the Engagement.
- 5.4 Calligo shall then either attend to those outstanding matters or, if it disagrees with the Client, require the disagreement to be dealt with in accordance with the dispute resolution procedure in clause 28 of the Calligo Terms (*Dispute Resolution*).