

1. INTERPRETATION
- 1.1 Terms in capital letters in this Agreement shall have the meaning given to them in the Engagement Letter or as set out below:
  - "Business Day": means any day which is not a Saturday, Sunday or public holiday in the UK.
  - "Customer Data": means any data, information or other content or materials submitted to the Platform by or on behalf of the Customer in respect of the Customer's tracking of supplies to the Site.
  - "Effective Date": has the meaning set out in the Engagement Letter.
  - "Engagement Letter": means the engagement letter to which these Standard Terms and Conditions are attached.
  - "Fees": means the Implementation Fees, Licence Fees and any other fees set out in the Engagement Letter or a Statement of Work.
  - "Implementation Fees": means the fees payable in consideration of the configuration of the Platform, as set out in the Engagement Letter.
  - "Intellectual Property Rights": means all copyright and related rights, patents, rights to inventions, utility models, trade marks, service marks, trade, business and domain names, rights in trade dress or get-up, rights in goodwill or to sue for passing off, unfair competition rights, rights in designs, rights in computer software, database right, topography rights, moral rights, rights in confidential information (including know-how and trade secrets) and any other intellectual property rights, or processes, concepts or ideas, in each case whether registered or unregistered and including all applications for and renewals or extensions of such rights, and all similar or equivalent rights or forms of protection.
  - "Licence Fees": means the annual fees payable by the Customer to QF in consideration of the grant of licences to QF to use the Platform, hosting and updates.
  - "Live Date": means the later of the date of completion of the configuration of the Platform (if any) and the date set out in the Engagement Letter.
  - "Platform": means the online service owned (or licensed to) and operated by QF, known as 'Qflow', including any apps or software as a service elements.
  - "Professional Services": means any services, including implementation, development and/or customisation services, provided by QF in connection with the Platform under a Statement of Work.
  - "Professional Services Addendum" means the addendum set out in Schedule 2:
  - "Reports": means the reports generated by the Platform from time to time, including reports relating to information that the Customer exports or downloads from the Platform.
  - "Services": means the Platform, Training Services, Reports, Professional Services and other services that may be provided by QF under this Agreement.
  - "Site": means the premises set out set out in the Engagement Letter.
  - "Statement of Work" means a statement of the specific services to be performed by QF under the terms of the Professional Services Addendum.
  - "Term": means the term of the Agreement, as determined in accordance with clause 11.
  - "Training Fees": means the fees payable in respect of any training or support provided by QF, as set out in the Engagement Letter.
  - "Training Services": has the meaning set out in the Engagement Letter.
  - "User" means an employee, agent or independent contractor or sub-contractor of the Customer who is authorised by the Customer to use the Platform.
- 1.2 A "person" includes a natural person, corporate or unincorporated body.
- 1.3 "Writing" includes email.
- 1.4 Unless the context otherwise requires, words in the singular include the plural and in the plural include the singular.
- 1.5 The words "include" and "including" (or similar) shall be deemed to have the words "without limitation" after them.
2. LICENCE
- 2.1 Subject to the terms and conditions of this Agreement, QF hereby grants to the Customer a revocable, non-exclusive, non-transferable, non-sublicensable licence during the Term to use, and allow its Users to use the Platform as hosted by QF for Customer's internal business purposes only.
- 2.2 Subject to the terms and conditions of this Agreement, QF hereby grants to the Customer an irrevocable, sole, non-transferable, non-sublicensable licence to use, and allow its Users to use, exported versions of any Reports for its information only.
- 2.3 The rights provided under clauses 2.1 and 2.2 are granted to the Customer only and not to any third party, including any subsidiary or holding company of the Customer.
- 2.4 Customer is responsible for all activities conducted under its and its Users' logins on the Platform. Customer shall use the Platform in compliance with this Agreement and applicable law and shall not: (i) copy, rent, sell, lease, distribute, pledge, assign, or otherwise transfer, or encumber rights to the Platform, or any part thereof, or make it available to anyone other than its Users; (ii) send or store infringing or unlawful material in connection with the Platform; (iii) send or store viruses, worms, time bombs, Trojan horses and other harmful or malicious code, files, scripts, agents or programs to the Platform; (iv) attempt to gain unauthorized access to, or disrupt the integrity or performance of, the Platform or the data contained therein; (v) modify, copy or create derivative works based on the Platform, or any portion thereof; (vi) access the Platform for the purpose of building a competitive product or service or copying its features or user interface; or (vii) delete, alter, add to or fail to reproduce in and on the Platform the name of QF and any copyright or other notices appearing in or on the Platform or which may be required by QF at any time.
- 2.5 Customer shall ensure that use of the Platform and Reports is limited to Users. The Customer shall notify QF as soon as it becomes aware of any unauthorised use of the Platform by any person.
- 2.6 Any use of the Platform in breach of this Agreement by Customer or Users that in QF's judgment threatens the security, integrity or availability of the Platform, may result in QF's immediate suspension of the Platform; however, QF will use commercially reasonable efforts under the circumstances to provide Customer with notice and an opportunity to remedy such violation or threat prior to such suspension.
- 2.7 As between the parties, Customer owns the Customer Data. Customer hereby grants to QF: (a) a non-exclusive, worldwide, royalty-free, fully paid up, non-sublicensable, non-transferable right and license to copy, display, create derivative works of and otherwise use the Customer Data (i) to perform its obligations under this Agreement, (ii) to develop and improve its products and services and commercialise such improvements; and (iii) to create aggregated and/or anonymized data from such Customer Data (the "Anonymized Data"); and (b) a non-exclusive, perpetual, irrevocable, worldwide, royalty-free, fully paid-up, sublicensable (through multiple tiers), transferable right and license to copy, distribute, display, create derivative works of and otherwise use and commercialize the Anonymized Data for any purpose, including to combine and incorporate such Anonymized Data with or into other data and information, available, derived or obtained from other sources
- 2.8 Customer Data may relate to certain end customers of Customer ("End Customer Data"), and such end customers may require access to and use of End Customer Data through third party owned platforms. Customer hereby grants to QF a non-exclusive, worldwide, royalty-free, fully paid up, non-transferable right to sublicense End Customer Data to third party data platform providers from time to time for the purposes of enabling end customers to copy, display, create derivative works of and otherwise use their End Customer Data.
- 2.9 Without prejudice to clause 2.7, QF owns, without restriction, the statistical usage data derived from the operation of the Platform, including configurations, log data, and the performance results for

- the Platform ("Usage Data"). If QF provides Usage Data to third parties, such Usage Data shall be de-identified and aggregated so that it will not disclose the identity of Customer.
- 2.10 If Customer provides any ideas, suggestions, or recommendations to QF regarding the Platform ("Feedback"), then QF is free to retain, use, and incorporate that Feedback in its products without payment of royalties or other consideration.
3. SERVICES
- 3.1 Support Services. During the Term, QF shall provide Support Services to Customer in accordance with Schedule 3. Unless otherwise stated in the Engagement Letter, Customer shall receive a "basic" level of support that is included with the Platform at no additional cost.
- 3.2 Configuration Services. QF will use reasonable endeavours to configure the Platform for the Customer on or before the Live Date. The Customer will provide any information or assistance reasonably requested by QF to assist QF to configure the Platform for the Customer.
- 3.3 Training Services
- 3.3.1 QF shall provide the Training Services to the Customer, at a time to be agreed by the parties acting reasonably.
- 3.3.2 Each party shall, and shall use all reasonable endeavours to ensure that its personnel shall, comply with any on site procedures and health and safety policies of the other party when attending the other party's premises for the purposes of the Training Services.
- 3.4 Professional Services. The Customer may, from time to time, request that QF provides professional services under a Statement of Work. The Professional Services Addendum shall apply if the Customer requests professional services.
4. SECURITY
- 4.1 QF will allocate a Platform username and password to the Customer. The Customer will keep, and will procure that Users keep, its Platform passwords confidential and will promptly notify QF or any loss or unauthorised access to such passwords. QF will not be liable for any losses or damage suffered by the Customer due to the disclosure of its passwords. The Customer will change any of its passwords when prompted.
- 4.2 The Customer will maintain appropriate administrative, physical, and technical safeguards to protect the security and integrity of the Platform, consistent with the protocols used by QF for the Platform, as provided by QF
5. PAYMENT
- 5.1 QF will invoice the Customer for the Implementation Fees on the Effective Date.
- 5.2 QF will invoice the Customer for the Licence Fees annually in advance, with effect from the Live Date.
- 5.3 Any fees for Professional Services shall be payable in accordance with the applicable Statement of Work.
- 5.4 Subject to any contrary terms set out in the Engagement Letter, during the Term, QF will invoice the Customer monthly in arrears for any expenses and any other Fees incurred during the preceding calendar month.
- 5.5 All invoices will be paid by the Customer within 30 days of the invoice date.
- 5.6 Time for payment by the Customer is of essence for the Agreement. Without prejudice to any other rights or remedy that QF may have, if the Customer fails to make any payment as it falls due:
- 5.7 If Customer fails to make payment of any amounts in accordance with this Agreement, QF may charge interest on any unpaid amount at the annual rate of [4]% above the Bank of England base rate, accruing on a daily basis and being compounded quarterly, incurring from the due date for payment until payment is made, whether before or after any judgment; and/or QF may suspend access to the Platform and/or the provisions of any or all Services until payment is made in full.
- 5.8 All payments of Fees to QF must be made without deduction or set-off. All amounts payable under this Agreement are exclusive of VAT.
6. WARRANTIES
- 6.1 Each of the parties warrants that:
- 6.1.1 it has full power and authority to enter into this Agreement;
- 6.1.2 it has all the rights necessary for any licence it grants under at clause 2; and
- 6.1.3 it will perform its obligations under this Agreement in accordance with all applicable laws.
- 6.2 QF warrants that it will provide the Services with reasonable skill and care.
- 6.3 The Customer warrants that Customer Data and all information it submits to QF is truthful, accurate, in the correct format, will be kept up to date, and complies with all applicable laws.
7. PROPRIETARY RIGHTS
- 7.1 QF and/or its licensors own all Intellectual Property Rights in the Services, or created by delivery, use or operation of the Services. Except as expressly stated in this Agreement, QF does not grant the Customer any Intellectual Property Rights in respect of the Services or any related content or materials.
- 7.2 QF reserves the right to offer licences of the Platforms to any third parties on any terms QF considers appropriate in its sole discretion.
8. CONFIDENTIALITY
- 8.1 In this clause, "Confidential Information": means the Reports and any other information that is clearly labelled or identified as confidential or ought reasonably be treated as being confidential. Confidential Information excludes any information which:
- 8.1.1 is or becomes publicly known other than through a breach of this Agreement;
- 8.1.2 was in the receiving party's lawful possession before the disclosure;
- 8.1.3 is lawfully disclosed to the receiving party by a third party without restriction on disclosure;
- 8.1.4 is independently developed by the receiving party and that independent development can be shown by written evidence; or
- 8.1.5 is required to be disclosed by law, by any court of competent jurisdiction or by any regulatory or administrative body.
- 8.2 Each party will hold the other's Confidential Information in confidence and not make the other's Confidential Information available to any third party unless that third party is subject to an equivalent duty of confidentiality. Neither party will use the other's Confidential Information for any purpose other than the implementation of this Agreement.
- 8.3 Each party will take all reasonable steps to ensure that the other's Confidential Information to which it has access is not disclosed or distributed by its employees, agents or independent contractors in breach of the terms of this Agreement.
- 8.4 This clause 8 will survive termination of this Agreement.
9. DATA PROTECTION
- The parties shall comply with their respective obligations under the Data Processing Schedule.
10. LIMITATION OF LIABILITY
- 10.1 Except as expressly and specifically provided in this Agreement the Customer assumes sole responsibility for its use of the Services, and for the results of, or conclusions drawn from, such use. QF will have no liability for any damage caused by errors or omissions in any Reports, or in any information, instructions or scripts provided to QF by the Customer in connection with Services, or any actions taken by QF at the Customer's direction.
- 10.2 The Services are provided "as is" to the fullest extent permissible pursuant to applicable law. Save as set out in this Agreement, QF disclaims all warranties and conditions express or implied, including implied warranties of satisfactory quality and fitness for a particular purpose, in relation to the Services, their use and the results of such use. Save as set out in this Agreement, QF specifically disclaims any warranty:
- 10.2.1 in respect of any third party data processed by use of the Platform;
- 10.2.2 that the Services and their availability will be uninterrupted or error-free;
- 10.2.3 that defects will be corrected;
- 10.2.4 that use of the Platform will be uninterrupted, error-free or free from viruses or vulnerabilities.
- 10.2.5 that the security methods employed will be sufficient;
- 10.2.6 regarding correctness, accuracy, or reliability.
- 10.3 All warranties, representations, conditions and all other terms of any kind whatsoever implied by statute or common law are

- excluded from this Agreement to the fullest extent permitted by applicable law. The parties are not relying and have not relied on any representations, warranties, conditions or terms whatsoever regarding the subject matter of this agreement, express or implied, except for the warranties set forth under clause 6. Nothing in this agreement shall be construed so as to exclude liability for fraudulent misrepresentation.
- 10.4 Nothing in this Agreement excludes the liability of QF:
- 10.4.1 for death or personal injury caused by QF's negligence;
  - 10.4.2 for fraud or fraudulent misrepresentation; or
  - 10.4.3 any statutory liability not capable of limitation.
- 10.5 Subject to clause 10.4, QF will not be liable whether in tort (including for negligence or breach of statutory duty), contract, misrepresentation (whether innocent or negligent), restitution or otherwise for any loss of profits, loss of business, depletion of goodwill and/or similar losses or loss or corruption of data or information, or pure economic loss, or for any special, indirect or consequential losses, costs, damages, charges or expenses however arising under this Agreement.
- 10.6 Subject to clause 10.4, QF's total aggregate liability in contract, tort (including negligence or breach of statutory duty), misrepresentation (whether innocent or negligent), restitution or otherwise, arising in connection with the performance or contemplated performance of this Agreement will be limited to higher of £10,000 and the total Fees actually received by QF from the Customer under this Agreement in the 12 month period preceding the date on which the claim arose.
11. **TERM AND TERMINATION**
- 11.1 **{OPT 1. Initial Term and rolling renewals}**[This Agreement will commence on the Effective Date and, unless otherwise terminated as provided in this clause 11, will continue during the Initial Term and thereafter for each Renewal Term, unless and until either party terminates this Agreement by providing not less than 90 days' notice, such notice to take effect at the end of the Initial Term or Renewal Term then in effect, as applicable. ] **{OPT 2. Set term with no renewal}**[This Agreement will commence on the Effective Date and, unless otherwise terminated as provided in this clause 11, will continue during the Fixed Term]
- 11.2 This Agreement can be terminated by either party if the other party:
- 11.2.1 is in material breach of this Agreement and (if remediable) fails to remedy such breach within 14 days of a written request notice from the other party to do so; or
  - 11.2.2 ceases trading (or threatens to cease trading); is subject to an order for winding up; has an administrator or liquidator appointed (or such appointment is entitled to or is requested in good faith); is the subject of a bankruptcy petition or order; becomes insolvent; is incapable of paying its debts as they fall due; makes any arrangement with its creditors for the payment of its debts.
- 11.3 Any termination is without prejudice to either party's accrued rights or remedies.
- 11.4 On termination of this Agreement for any reason all revocable licences granted under this Agreement will immediately terminate.
- 11.5 The accrued rights and remedies of the parties, clauses 1, 7 - 9, 11.5, 12 and 15 - 21 will survive termination of this Agreement for any reason.
12. **NON-SOLICITATION**  
Neither party shall, nor seek to, solicit or entice away from the employment or engagement of the other party, any of the other party's employees or personnel that are or have been involved in the provision or receipt of the Services, other than by means of a national advertising campaign open to all comers and not specifically targeted at any of the personnel of the other party. This clause 12 shall survive termination of this Agreement for six months.
13. **PUBLICITY**  
Each party can refer to the other as its customer or supplier in any of its marketing materials, including on its website or marketing pitch documentation, including by use of the other party's trade marks.
14. **FORCE MAJEURE**  
No party will be in breach of this Agreement nor liable for any failure to perform its obligations under this Agreement, if that failure results from circumstances beyond its reasonable control.
15. **WAIVER**  
A waiver of any right under this Agreement is only effective if it is in writing.
16. **SEVERANCE**  
If any provision (or part of a provision) of this Agreement is found to be invalid, unenforceable or illegal, the other provisions (or parts of any provisions) will remain in force.
17. **ENTIRE AGREEMENT**  
This Agreement constitutes the whole agreement between the parties and supersedes any previous agreement between them, including any confidentiality agreement.
18. **ASSIGNMENT**  
The Customer will not assign, transfer, charge, sub-contract or deal in any other manner with all or any of its rights or obligations under this Agreement, without the prior written consent of QF.
19. **THIRD PARTY RIGHTS**  
This Agreement does not confer any rights on any person or party (other than the parties to this Agreement and (where applicable) their successors and permitted assigns) pursuant to the Contracts (Rights of Third Parties) Act 1999.
20. **NOTICES**
- 20.1 Any notice required to be given under this Agreement will be in writing and will be sent by hand delivery, by pre-paid recorded, registered or first-class post or by email to the contact email address set out in the Engagement Letter.
- 20.2 Notices will be deemed to have been received (a) if delivered by hand, at the time of delivery; (b) if sent by pre-paid first-class post, recorded delivery or registered post, at 9.30am on the second clear Business Day after the date of posting and (c) if sent by email, at the time of transmission as shown by the sender's records (or if sent outside business hours, at 9.30am on the first Business Day following despatch).
21. **RELATIONSHIP**
- 21.1 QF is performing the Services as an independent contractor, is not an employee, agent, joint venturer or partner of Customer.
22. **GOVERNING LAW AND JURISDICTION**  
This Agreement will be governed by, and construed in accordance with, the laws of England and Wales and the parties irrevocably submit to the exclusive jurisdiction of the English Courts.

## SCHEDULE 1

### DATA PROCESSING AGREEMENT

This Schedule shall only apply to the extent that QF is processing Customer Personal Data and only to the extent that in the course of QF providing the Services to Customer, pursuant to the Data Protection Laws, QF is deemed a processor or a sub-processor.

#### 1. INTERPRETATION

- 1.1 In this Schedule, the following capitalised terms shall have the meanings set out below:

<b>Applicable Laws</b>	the laws of England and Wales and the European Union and any other laws or regulations, regulatory policies, guidelines or industry codes which apply to Customer Personal Data;
<b>Customer Personal Data</b>	the personal data processed pursuant to or in connection with the provision of Services under the Agreement, including backups and archives;
<b>Data Protection Laws</b>	EU Data Protection Laws and, to the extent applicable, the data protection or privacy laws of any other country;
<b>EEA</b>	the European Economic Area;
<b>EU Data Protection Laws</b>	the EU General Data Protection Regulation 2016/679 ("GDPR") and any supplementary domestic laws including, without limitation, the UK Data Protection Act 2018, and the EU Directive 2002/58/EC (the "e-Privacy Directive") as transposed into or supplemented by domestic legislation of each Member State including, without limited, the UK Privacy and Electronic Communications (EC Directive) Regulations 2003 ("PECR");
<b>Services</b>	the services supplied to or carried out by (or on behalf of) QF for Customer pursuant to the Agreement, including in respect of access the Platform, the hosting of any Personal Data uploaded to the Platform by the Customer;
<b>Subprocessor</b>	any person (including any third party and any QF Affiliate but excluding an employee of QF) appointed by or on behalf of QF to process personal data on behalf of Customer or otherwise in connection with the Agreement;
<b>QF Affiliate</b>	an entity that owns or controls, is owned or controlled by or is under common control or ownership with QF, where control is defined as the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of an entity, whether through ownership of voting securities, by contract or otherwise.

- 1.2 The terms, "**Commission**", "**controller**", "**data subject**", "**Member State**", "**personal data**", "**personal data breach**", "**processing**" (or any derivatives of "to process"), "**processor**", and "**supervisory authority**" shall have the meanings given to them in the Data Protection Laws.

## 2. OBLIGATIONS OF THE PARTIES

- 2.1 The Parties acknowledge that the Customer is acting as sole controller in respect of Customer Personal Data processed in the provision of the Services and provided by or on behalf of the Customer to QF, and QF will be acting as processor in respect of the same.
- 2.2 The Customer instructs QF to process Customer Personal Data as reasonably necessary for the provision of the Services and consistent with the Agreement. In particular, Customer instructs QF to process the data set out in Appendix 1 of this Schedule.
- 2.3 Both Parties will comply with all applicable requirements of the Data Protection Laws.
- 2.4 Without prejudice to the generality of paragraph 2.3, the Customer will ensure that it has all necessary and appropriate consents and notices in place to enable lawful:
- 2.4.1 transfer of the Customer Personal Data to QF, and
  - 2.4.2 processing by QF of the Customer Personal Data,
- for the purposes of the Agreement.
- 2.5 In relation to any Customer Personal Data processed in connection with the performance by QF of the Services, QF shall:
- 2.5.1 only process Customer Personal Data on the Customer's documented instructions, including in respect to transfers of Customer Personal Data to a country outside of the EEA, unless processing is required by Applicable Laws in which case QF shall, to the extent permitted by Applicable Laws, inform Customer of that legal requirement prior to the relevant processing of the Customer Personal Data;
  - 2.5.2 take reasonable steps to ensure the reliability of its staff who have access to Customer Personal Data, ensuring that all such individuals are subject to confidentiality undertakings or professional or statutory obligations of confidentiality;
  - 2.5.3 taking into account the nature, scope, context and purpose of the processing, implement appropriate technical and organisational measures to ensure a level of security appropriate to that risk, including, as appropriate, the measures referred to in Article 32(1) of the GDPR;

2.5.4 taking into account the nature of the processing and the information available to QF, QF shall, to a reasonable extent, assist the Customer:

- (a) by implementing appropriate technical and organisational measures for the fulfilment of the Customer's obligations to respond to requests to exercise data subject rights under the Data Protection Laws, and in particular Chapter III of GDPR, and
- (b) in ensuring compliance with the Customer's obligations pursuant to Articles 32 to 36 of GDPR; and

2.5.5 notify the Customer without undue delay on becoming aware of a personal data breach relating to the Customer Personal Data.

2.6 QF shall make available to the Customer information necessary to demonstrate compliance with the obligations laid down in this Schedule, including to allow for and contribute to reasonable audits (at the Customer's sole cost), conducted by the Customer or an auditor designated by the Customer.

2.7 The Customer, in its capacity as a controller, shall maintain a record of processing of Customer Personal Data under its responsibility and QF, in its capacity as a processor, shall maintain a record of all categories of processing carried out on behalf of the Customer in relation to Customer Personal Data pursuant to Article 30 of GDPR.

### 3. SUBPROCESSING OF CUSTOMER PERSONAL DATA

3.1 Customer hereby grants a general authorisation to QF to engage Subprocessors. QF shall inform Customer of any intended changes concerning the addition or replacement of Subprocessors.

3.2 With respect to each proposed Subprocessor, QF shall ensure that the arrangement between QF and Subprocessor is governed by a written agreement, including:

3.2.1 terms which offer at least the same level of protection for Customer Personal Data as those set out in this Schedule; and

3.2.2 terms which meet the requirements of Article 28(3) of the GDPR.

### 4. DATA SUBJECT RIGHTS

4.1 Taking into account the nature of the processing, QF shall assist Customer by implementing appropriate and commercially reasonable technical and organisational measures for the fulfilment of Customer's obligations to respond to requests to exercise data subject rights under the Data Protection Laws.

4.2 QF's obligation pursuant to paragraph 4.1 above shall include assisting Customer, upon Customer's documented instruction, without undue delay to respond to a data subject's request to exercise their:

4.2.1 Right of access, by QF providing a copy of relevant Customer Personal Data to Customer in a commonly used electronic form;

4.2.2 Right of rectification, by QF correcting inaccuracies in relevant Customer Personal Data and/or completing incomplete relevant Customer Personal Data;

4.2.3 Right of erasure, by QF deleting the relevant Customer Personal Data;

4.2.4 Right of data portability, by QF providing relevant Customer Personal Data in a structured, commonly used and machine readable form so that it may be transferred to another controller without hindrance;

4.2.5 Right to object to processing, by QF ceasing to process the relevant Customer Personal Data;

4.2.6 Right to restriction of processing, by QF restricting the processing it is carrying out on the relevant Customer Personal Data as requested by the data subject; and

4.2.7 Right not to be subject to automated individual decision making, by QF not including the relevant data subject.

4.3 QF shall:

4.3.1 notify Customer within 3 (three) Business Days if QF receives a request from a data subject under Data Protection Laws in respect of Customer Personal Data unless the data subject has forbid the notification of the Customer in which case QF shall inform the data subject that QF is only able to respond to such request on the Customer's instruction; and

4.3.2 not respond to such request as set out at paragraph 4.3.1 except on the documented instructions of Customer or as required by Applicable Laws.

## SCHEDULE 2

### PROFESSIONAL SERVICES ADDENDUM

This Professional Services Addendum (this “Addendum”) is incorporated by reference and forms part of the Agreement to which this Addendum is attached. Capitalised terms not otherwise defined herein shall have the meanings given them in the Agreement.

#### Scope, Performance of Services

1. **Scope.** This Addendum sets forth the terms and conditions pursuant to which QF may provide professional services to Customer, including implementation, development and/or customisation services in connection with the Platform (“Professional Services”).
2. **Performance of Professional Services.** QF and Customer may enter into Statements of Work that describe the specific Professional Services to be performed by QF. Each Statement of Work will form a part of and will be subject to the terms of this Addendum. If there is any conflict in or between the terms of this Addendum and the terms of any Statement of Work, this Addendum shall prevail unless the Statement of Work expressly overrides the terms of this Addendum.
3. **Changes to Statement of Work.** Customer may submit to QF written requests to change the scope of Professional Services described in a Statement of Work (each such request, a “Change Order Request”). QF may, at its discretion, consider such Change Order Request, but QF has no obligation to do so. If QF elects to consider such a Change Order Request, then QF will promptly notify Customer if it believes that the Change Order Request requires an adjustment to the fees or to the schedule for the performance of the Professional Services. In such event, the parties will negotiate in good faith a reasonable and equitable adjustment to the fees and/or schedule, as applicable. QF will continue to perform Professional Services pursuant to the existing Statement of Work and will have no obligation to perform any Change Order Request unless and until the parties have agreed in writing to such an equitable adjustment.

#### Rights and Responsibilities

4. **Designated Contacts.** Each party will designate in each Statement of Work an individual who will be the primary point of contact (the “Primary Contact”) between the parties for all matters relating to the Professional Services to be performed thereunder. A party may designate a new Primary Contact by written notice to the other party.
5. **QF Obligations.** While on Customer’s premises, QF’s employees shall comply with all reasonable security practices and procedures generally prescribed by Customer and provided in writing to QF in advance. QF may at any time subcontract, in whole or in part, the performance of any of its obligations under this Addendum. QF will remain liable for the acts or omissions of its subcontractors as if those acts or omissions were its own.
6. **Customer Responsibilities.** Customer acknowledges that Customer’s timely provision of (and QF’s access to) Customer’s facilities, equipment, assistance, cooperation, data, information and materials from Customer’s officers, agents and employees (“Cooperation”) is essential to the performance of the Professional Services, and that QF shall not be liable for any deficiency in performing the Professional Services if such deficiency results from Customer’s failure to provide full Cooperation as required hereunder. Cooperation includes, but is not limited to, (i) designating a project manager or technical lead to interface with QF during the course of the Professional Services, (ii) allocating and engaging additional resources as may be required to assist QF in performing the Professional Services and (iii) making available to QF any data, information and any other materials required by QF to perform the Professional Services, including any data, information or materials specifically identified in the Statement of Work (collectively “Customer Materials”). Customer will be responsible for ensuring that all such Customer Materials are accurate and complete.
7. **Warranty.** QF warrants that the Professional Services will be performed in a good and workmanlike manner consistent with applicable industry standards. This warranty will be in effect for a period of thirty (30) days from the completion of any Professional Services. As sole and exclusive remedy and QF’s entire liability for any breach of the foregoing warranty, QF will, at its sole option and expense, promptly re-perform any Professional Services that fail to meet this limited warranty or refund to Customer the fees paid for the non-conforming Professional Services.

#### Proprietary Rights

8. **Background IP.** To the extent, under the applicable Statement of Work, either party provides the other party with any documentation, templates or other materials that are owned or controlled by such party (“Background IP”), such party hereby grants the other party a limited, non-exclusive, non-transferable, non-sublicensable license to use such Background IP provided by such party to the extent necessary for such other party to perform the Professional Services under the applicable Statement of Work.
9. **Deliverables.** Unless otherwise expressly stated in a Statement of Work, any designs, materials or other deliverables that are required to be provided to the Customer under the applicable Statement of Work (collectively, “Deliverables”), shall remain the property of QF and its licensors, subject to the Customer’s Background IP. QF hereby grants to the Customer a perpetual, irrevocable, worldwide, royalty-free, non-exclusive, sublicensable right and license to use such Deliverables during the Term in support of the Customer’s use of the Platform.



### SCHEDULE 3

#### SUPPORT SERVICES AND SYSTEM AVAILABILITY

##### Qualis Flow Support Services

1. Users may raise support tickets in connection with the Services through the designated Qflow Account or Support Manager, who will be disclosed to the Customer during set-up and deployment. Qualis Flow will respond to them in accordance with the service levels set out in Clause 4.3 below.
2. Qualis Flow's support, unless agreed otherwise, is limited to the operation of the Qflow System and does not extend to include, among other things, support or guidance in the use of the data for internal or external reporting.
3. Support response targets are given below in terms of Business Day(s) and Normal Business Hours:

Severity	Description	Response Time	Service Recovery	Issue Resolution
Critical	Qflow System completely non-operational, or key data lost, or the majority of Users prevented from using the system.	Within 2 hours	Within 4 hours	Within 10 days
High	Functional or operational issue with the system, which does not render the system inoperable, but does significantly impact daily operation of the system. The issue being considered sufficiently urgent to warrant an accelerated resolution turn-round.	Within 4 hours	Within 8 hours	Within 10 days
Medium	Functional or operational issue with the system, which does not render the system inoperable, but which does significantly impact daily operation. The issue not warranting an accelerated resolution turn-round.	Within 8 hours	Within 16 hours	Within 20 days
Low	Other problems, e.g. minor input or output problems which do not disrupt normal working, or enhancement requests, or general enquiries/ clarifications.	Within 16 hours	N/A	N/A

##### Qualis Flow System Availability

4. The Service shall meet a service availability target of 99.5% (the "Availability Target"). Service unavailability will cover the failure of software, hardware and associated services and systems within Qualis Flow's control up to and including the boundary between Qualis Flow's hosting environment and the internet.
5. The following categories are excluded from the Availability Target:
  - 5.1.1 planned and unplanned downtime, which shall be any period outside of the hours of 0600hrs to 2100hrs GMT, Monday to Friday and 0800hrs to 1700hrs GMT, Saturday, Sunday and public holidays, for which Qualis Flow uses commercially reasonable endeavours to give 8 business hours or more notice that the Services will be unavailable;
  - 5.1.2 downtime, including emergency downtime, caused by use of the Services contrary to Qualis Flow's Documentation or modification or alteration of the Services by any party other than Qualis Flow or Qualis Flow's duly authorised contractors or agents.
  - 5.1.3 downtime caused by circumstances beyond Qualis Flow's reasonable control, including without limitation, network outages, power supply interruptions and the acts or omissions of third party suppliers.