

Terms & Conditions of License of Software

1. DEFINITIONS

“Additional Service Costs” means any additional costs payable by the Licensee not included within the License Fee, as set out on the Order Confirmation, additional data storage (e.g. cloud –data storage);

“Best Practice” means applying all reasonable skill and care as is to be expected of a properly qualified and competent leading member of the provider’s profession experienced in carrying out work such as its duties under this Agreement in relation to projects of similar scope, size, nature, timescale and complexity.

“Confidential Information” means data and information which is not in the public domain and is ordinarily considered to be of a sensitive or private nature relating to the operations and business of a Party including its employees, suppliers and customers.

“the Contract” means the contract between the Licensor and Licensee for the license of the Software;

“Deliverables” means the Software, Documentation, Hardware, any Third Party Software, installation and training as agreed to be provided by the Licensor to the licensee as set out on the Order Confirmation Form;

“Designated Equipment” means the network equipment and systems or other items owned by the Licensee and necessary to execute the Software as specified in the Order Confirmation Form;

“Documents” means the operating manual, user instructions, technical literature and other documentation supplied to the Licensee by the Licensor for aiding the use of the Software;

“GDPR” means the General Data Protection Regulation (EU) 2016/679 and the UK GDPR and the Data Protection Act 1998

“Intellectual Property Rights” means all intellectual property, including without limitation, source code, patents, trademarks and service marks, business names and domain names, goodwill and the right to sue for passing off and all other intellectual property rights, in each case, whether registered or unregistered, in the Software and Documentation;

“License” means the non-exclusive, non -assignable, non -transferable license to use the Software granted by the Licensor to the Licensee for the term detailed on the Order Confirmation Form;

“Licensee” means the party to whom the Licensor is granting the License as detailed on the Order Confirmation Form;

“License Fee” means the license fee payable by the Licensee to the Licensor as set out on the Order Confirmation Form;

“Licensor” means Keyzo IT Solutions Ltd.

“Normal Office Hours” means the hours 09:00am to 17:00pm GMT/BST, Monday to Friday, except English Statutory Holidays

“Order” means the Licensee’s written order to purchase the License, which shall be completed by returning a signed copy of the Order Confirmation Form to the Licensor;

“Order Confirmation Form” means the written order form signed by the Licensee and the licensor and to which these Terms are attached;

“Pre -requisite Information” means the data, information and other deliverables to be provided by the Licensee prior to the commencement of the License, as set out on the Order Confirmation Form;

“SAAS” means Software as a Service

“Services” means the maintenance and support services provided by the licensor to the Licensee as set out on the Order Confirmation Form;

“Site” means the address for delivery of the Deliverables as set out in the Order Confirmation Form;

“SLA” means Service Level Agreement

“Software” means the Licensor’s web or App version of the Software being procured by the Licensee specified in the Order Confirmation Form;

“Specification” means any specification agreed in writing between the Licensor and the Licensee containing any specific statement of works or module elements of the Software to be provided by the Licensor to the Licensee;

“Term” means the period of time commencing the start date to the fifth anniversary

“Terms” means these terms and conditions of sale and license of software;

“Third Party Software” means any software owned by a third party used by the Licensee or supplied by the Licensor in connection with the Software;

2. ENTIRE AGREEMENT

2.1 These Terms contain the whole agreement between the parties who confirm that they have not entered into the Contract in reliance on any representations that are not expressly incorporated in these Terms. These Terms apply to the Contract to the exclusion of any other terms that the Licensee seeks to impose or incorporate or which are implied by trade, custom, practice or course of dealing. The Licensee acknowledges that it has not relied on any statement, promise or representation made or given by or on behalf of the Licensor which is not set out in the Contract.

3. BASIS OF CONTRACT

3.1 Any quotation supplied by the Licensor either on the Order Confirmation Form or otherwise shall not constitute an offer and shall only be valid for a period of 30 days from the date of issue and may be withdrawn or changed by the Licensor at any time by oral or written notice.

3.2 All Orders shall be deemed to be an offer by the Licensee to purchase the License and/or the Services pursuant to these Terms.

3.3 No Order shall be binding on the Licensor unless and until the Licensor has counter -signed the Order Confirmation Form;

3.4 Any variation to these Terms (including any special conditions agreed between the parties) shall be inapplicable unless agreed in writing by the Licensor.

4. GRANT OF LICENSE

4.1 In consideration for the payment by the Licensee of the License Fee, the Licensor hereby agrees to:-

4.2 grant to the Licensee a non-exclusive, no -assignable and non-transferable License to use the Software for the term specified on the Order Confirmation Form;

4.3 deliver the Deliverables to the Licensee;

4.4 Provide web access and credentials to software, install the Software, or, if applicable, make the Software available for downloading by the Licensee, on the Designated Equipment; and

4.5 train the Licensee and its employees or agents to use the Software upon these Terms.

5. FEES

5.1 The Fees shall be quoted on the Order Confirmation Form supplied by the Licensor to the Licensee.

5.2 The Fees shall be payable by the Licensee to the Licensor in the following instalments:

5.2.1 For subscription fees 100% in advance, for development work under an approved SOW 50% before commencement of works and 50% upon completion, as detailed on either the Order Confirmation Form or the respective SOW.

5.3 The Licensor reserves the right to charge interest and compensation in respect of the late payment of any sum due at the rates and other terms prescribed from time to time in accordance with the late Payment of Commercial Debts (Interest) Act 1998 both before and after judgement,

and the Licensee shall indemnify the Licensor against all costs and expenses (including legal costs on a full indemnity basis) incurred or sustained by the Licensor in recovering such sums.

5.4 In addition to the Licensor's rights under clause 5.3, the Licensor shall be entitled, at its discretion, to disable functionality of the whole or any part of the Software until such time as the charges arising under the Contract have been paid in full. The Licensor's rights under this clause 5.4 are without prejudice to any other rights available to the Licensor whether arising under this Contract or otherwise.

5.5 The Licensor will be entitled to apply indexation in terms of an annual inflationary increase in line with the UK's Consumer Price Index. In this instance, any inflationary rate increase will be capped at 5% annually and will apply after the first years service and for the duration of the term.

6. ADDITIONAL SERVICE COSTS

6.1 All Additional Service Costs shall be quoted on the Order Confirmation Form supplied by the Licensor to the Licensee.

6.2 Where agreed by the Licensor, the License Fee may include the cost of certain Additional Service Costs free of charge. The Licensor shall however be entitled to charge for any further Additional Service Costs not included within the initial License Fee, as set out on the Order Confirmation Form,

6.3 The Licensor shall be entitled to raise its invoice for any Additional Service Costs not included within the License Fee at any time, whether in advance of such services being supplied or following such supply.

7. INSTALLATION

7.1 The Licensor shall use its reasonable endeavours to deliver and install the Deliverables, or, in respect of the Software to make the Software available for download or provide access to web-based software by the date specified in the Order Confirmation Form, or if no such date is agreed, within a reasonable time.

7.2 The parties acknowledge, agree and confirm that all dates for delivery, installation or commissioning of the Deliverables set out in the Order Confirmation Form or otherwise are approximate only and cannot be guaranteed. Time for delivery shall not be of the essence of the Contract.

7.3 The Licensee agrees to use all reasonable endeavours to fully co-operate with the Licensor in respect of the delivery and installation of the Software in accordance with the Specification and shall be responsible and shall pay for any additional charges incurred by the Licensor as a result of any delays necessitating additional time at the Site which are due to circumstances within the Licensee's direct control. 7.4 The Licensee shall be solely responsible for satisfying itself that its computer system and network environment is suitable for the receipt and operation of the Deliverables, for preparing the Site for installation in accordance with any instructions given by the Licensor, for providing all necessary labour and materials and for making ready all equipment and machinery not supplied by the Licensor. Delivery and installation of the Deliverables will be deemed to be completed on the earlier of the issue of written confirmation by the Licensor that the Deliverables have been installed or the date that the Licensee commences use of the Software.

8. WARRANTY AND LIMITATION OF LIABILITY

8.1 Subject to the following provisions, the Licensor warrants to the Licensee that:

8.1.1 its title to and property in the Software and Documentation are free and unencumbered and that it has the right, power and authority to grant the License to the Licensee upon these Terms;

8.1.2 the Software will operate in all material respects in accordance with the Specification and Documentation provided that the Software is used in accordance with the Licensor's recommendations and instructions;

8.1.3 any Services agreed to be supplied by the Licensor shall be provided with reasonable care and skill.

8.2 The Licensor shall be under no liability under the above warranties: -

8.2.1 if the total License Fee has not been paid by the Due Date;

8.2.2 if the Software is used other than in accordance with the Licensor's recommendations or instructions; or

8.2.3 if written notice of the circumstances surrounding any warranty claim is not received by the Licensor within the period of 90 days commencing with the date of installation of the Software.

8.3 Where a valid claim is made under any of the above warranties the Licensor may, at its sole discretion, either rectify any such defect or fault at its expense OR refund the License Fee to the Licensee, in which case the Licensor shall have no further liability to the Licensee.

8.4 Subject as expressly provided in these Terms, all warranties, conditions or other terms implied by statute or common law are expressly excluded from the Contract to the fullest extent permitted by law.

8.5 This clause sets out the entire financial liability of the Licensor (including any liability for the acts or omissions of its employees, agents, consultants and subcontractors) to the Licensee in respect of:

8.5.1 any breach of this Contract;

8.5.2 any use made by the Licensee of the Services; and

8.5.3 any representation, statement or tortious act or omission (including negligence) arising under or in connection with this Contract.

8.6 Nothing in this clause shall operate to exclude or limit the Licensor's liability for:

8.6.1 death or personal injury caused by the Licensor's negligence; Or

8.6.2 any damage or liability incurred as a result of fraud or fraudulent misrepresentation by the Licensor.

8.7 Subject to clause 8.6, the Licensor shall not be liable for:

8.7.1 loss of profits; or

8.7.2 loss of business; or

8.7.3 depletion of goodwill and/or similar losses; or

8.7.4 loss of anticipated savings; or

8.7.5 loss of contract; or

8.7.6 loss of use; or

8.7.7 loss of, damage to or corruption of data or information; or

8.7.8 any special, indirect, consequential or pure economic loss, costs, damages, charges and expenses; and

8.7.9 the Licensor's total liability in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise arising in connection with the performance or contemplated performance of the Contract shall be limited to the amount of the License Fee payable under the Contract to the subject of the claim.

9. LICENSEE'S OBLIGATIONS

9.1 During the continuance of the Contract the Licensee shall:

9.1.1 ensure that the Software is used only in accordance with the recommendations or instructions provided by the Licensor in the Documentation;

9.1.2 apply all updates to the Software issued by the Licensor and to ensure that the version of Software is maintained to be no more than 2 (two) versions behind the Licensor's current version;

9.1.3 not alter or modify the Software in any way whatsoever nor permit the Software to be combined with any other programs or Third Party Software without the prior written consent of the Licensor;

9.1.4 not request, permit or authorise anyone other than the Licensor to provide support services for the Software;

9.1.5 co-operate fully with the Licensor, its employees, agents, consultants or subcontractors in the diagnosis of any error or defect in the Software;

9.1.6 permit designated employees, agents, consultants and subcontractors of the licensor access to the Site and to such of the software and computer systems owned and operated by the Licensee as is necessary to enable the licensor to fully perform its obligations under the Contract;

9.1.7 make available to the licensor, free of charge, all information facilities and services reasonably required by the licensor to perform its obligations under the Contract;

9.1.8 have installed such telecommunication facilities as are reasonably required by the licensor for testing and diagnostic purposes at the licensee's expense; and

9.1.9 ensure in the interests of health and safety that the Licensor's employees, agents, consultants and subcontractors, if on the Site for any of the purposes of this Contract, are at all times accompanied by a member of the licensee's staff familiar with the Licensee's premises and safety procedures.

9.2 By agreeing to these terms, the Licensee acknowledges that it is a condition of this agreement that the licensee provides to the licensor, and continues to provide to the Licensor throughout the duration of the Licence, the Prerequisite Information. The licensee warrants the accuracy of such data and information and undertakes to immediately notify the licensor.

10. INTELLECTUAL PROPERTY RIGHTS & CONFIDENTIALITY

10.1 All Intellectual Property Rights in the Software and Documentation, and any modifications thereof, shall at all times belong to the licensor during the subsistence of the Contract and after termination of the Contract.

10.2 The Licensee acknowledges and confirms that it shall not at any time possess or gain any Intellectual Property Rights in the Software or Documentation and shall be entitled to use the Software and Documentation for internal business purposes only as a licensed user/reseller under the terms of the Contract.

10.3 The Licensee shall not: -

10.3.1 make any back-up copies of the Software and Documentation;

10.3.2 disassemble, decompile, reverse translate or in any other manner decode the Software;

10.3.3 assign, transfer, sell, lease, rent, charge or otherwise deal in or encumber the Software or Documentation on behalf of any third party or make available the same to any third party; or

10.3.4 remove or alter any copyright or other proprietary notice on any of the Software or Documentation.

10.4 The Licensee shall:

10.4.1 keep confidential the Software and Documentation and limit access to the same to those of its employees, agents and subcontractors who either have a need to know or who are engaged in the use of the Software;

10.4.2 maintain an up-to-date written record of the number of copies of the Software and Documentation and the location and upon request immediately produce such record to the Licensor;

10.4.3 notify the Licensor immediately if the Licensee becomes aware of any unauthorised use of the whole or any part of the Software by any third party; and

10.4.4 without prejudice to the foregoing, take all such other steps as shall from time to time be necessary to protect the confidential information and Intellectual Property Rights of the licensor in the Software and Documentation.

11. MAINTENANCE AND SUPPORT

11.1 Where stated in the Order Confirmation Form, the Licensor shall supply the Services to the licensee, the consideration for which shall be included in the License Fee.

11.2 Such Services shall include technical support by telephone/email as detailed in the SLA

11.3 The Licensor shall use its reasonable endeavours to correct defects notified to it by the Licensee in a timely manner appropriate to the seriousness of the circumstances as detailed in the SLA.

11.4 The Licensor shall use reasonable endeavours to ensure the accurate migration of any data, but gives no warranties as to the completeness or accuracy of such migration. The Licensee shall be solely responsible for checking the accuracy and completeness of the migrated data and shall promptly give sufficient details to the Licensor of any inaccuracies or omissions in order to permit the Licensor to correct them. If such data includes personal data as defined in the Data Protection Act 1998, the licensor shall return all copies of such personal data to the Licensee on completion of the data migration process.

12. TERMINATION

12.1 Without prejudice to any rights that have accrued under this Contract or any of its rights or remedies, the Licensor may at any time terminate this Contract with immediate effect by giving written notice to the licensee if:

12.1.1 the Licensee fails to pay the license Fee by the Due Date; or

12.1.2 the Licensee commits any material breach of these Terms and (if such breach is capable of remedy) fails to rectify the breach within 14 days of receipt of a notice from the licensor requesting that the Licensee remedy the breach; or

12.1.3 if the Licensee ceases to trade (either in whole, or as to any part or division involved in the performance of this Contract); or

12.1.4 if the Licensee becomes insolvent or unable to pay its debts within the meaning of the insolvency legislation applicable to the Licensee; or

12.1.5 if a person (including the holder of a charge or other security interest) is appointed to manage or take control of the whole or part of the business or assets of the Licensee, or notice of an intention to appoint such a person is given or documents relating to such an appointment are filed with any court; or

12.1.6 if the ability of the licensee's creditors to take any action to enforce their debts is suspended, restricted or prevented or some or all of the Licensee's creditors accept, by agreement or pursuant to a court order, an amount of less than the sums owing to them in satisfaction of those sums; or

12.1.7 if any process is instituted which could lead to the Licensee being dissolved and its assets being distributed to its creditors, shareholders or other contributors (other than for the purposes of solvent amalgamation or reconstruction).

12.2 Immediately upon termination of the Contract the Licensee shall cease to use the Software, shall return the Software and all copies of the whole or any part thereof to the Licensor or, at the Licensor's option, shall destroy all copies of the Software held by the Licensee and shall certify to the Licensor that they have been so destroyed. The Licensee shall also cause the Software to be erased from the Designated Equipment (or shall allow the Licensor to erase the Software from the Designated Equipment) and shall certify to the licensor that the same has been done.

12.3 Termination of the Contract shall not affect any accrued rights or liabilities of either party. For the avoidance of doubt, there shall be no refund of any element of the license Fee in the event of termination.

13. FORCE MAJEURE

13.1 Neither party shall be liable for any delay or defect due to any act of God, war, strike, lock out, industrial action, fire, flood, draught, tempest or any other event beyond the reasonable control of either party.

13.2 If any obligation under the Contract cannot be performed for a continuing period of 3 months as a result of one or more of the events described in clause 13.1 then either party may terminate the Contract by notice in writing to the other at the end of this period.

14. ARBITRATION

14.1 Any disputes which may arise between the parties concerning the Contract shall be referred to a single arbitrator to be agreed upon by the parties or in default of agreement to be nominated by the President for the time being of the Chartered Institute of Arbitrators for determination in accordance with the Arbitration Act 1986.

15. GENERAL

15.1 The Licensee may not assign any of its rights or obligations under the Contract without the prior written consent of the Licensor.

15.2 A notice to be given by either party to the other under these terms shall be in writing addressed to that other party at its registered office or principal place of business.

15.3 No waiver by the Licensor of any breach of the Contract by the Licensee shall be considered as a waiver of any subsequent breach of the same or any other provisions.

15.4 If any provision of the Contract is held by a court or other competent authority or tribunal to be invalid or unenforceable in whole or in part, the validity of the other provisions of the Contract and the remainder of the provision in question shall not be affected.

15.5 The Licensee acknowledges and consents to the processing and disclosure by the licensor of personal data relating to the Licensee which may be necessary under or pursuant to the Contract from time to time.

15.6 Save insofar as otherwise expressly provided, all amounts stated in this Contract or as set out on the Order Confirmation Form are expressed exclusive of any applicable value added tax and any value added tax arising in respect of any supply made hereunder shall on the issue of a valid tax invoice in respect of the same be paid to the party making such supply by the party whom it is made in addition to any other consideration payable.

15.7 This Contract shall be governed by and construed in accordance with the laws of England and Wales and each party agrees to be subject to the jurisdiction of the courts of England and Wales.

15.8 For the purposes of the Contracts (Rights of Third Parties) Act 1999, the Contract is not intended and does not give any person who is not a party to it any right to enforce any of its provisions.

Registered Office:

Keyzo IT Solutions Ltd
Concorde House
Kirmington
Lincolnshire
DN39 6YP
United Kingdom

Service Level Agreement

SUMMARY

The purpose of this Agreement is to provide a framework to govern the ongoing relationship between Keyzo IT Solutions Ltd and you, the customer. It is designed to cover your service requirements for the Term of the Agreement and to facilitate the operation of services.

OUR CURRENT INFRASTRUCTURE

Whilst developing systems or making major changes to live systems we use internal development servers within the main office and provide links so that you can approve the changes without disturbing the live systems. When the changes have been fully tested and approved, we then deploy onto a live server.

We are proud to state that our live environment infrastructure consists of high-performance dedicated servers that are situated in three separate locations throughout the UK within top datacentres. Our datacentre providers guarantee 99% uptime of their network services to us, and we endeavour to offer the same uptime for our servers to our customers.

Our reason for using different datacentres is if a datacentre had any unforeseen network issues, natural disaster or any other major outage on a long-term scale we can quickly migrate the services onto another server reducing the amount of downtime. This has never happened to us, but we feel it is an additional precaution we like to offer.

DISASTER RECOVERY AND PREVENTION

All of our servers offer RAID and fault tolerant technology. This means within a server there are two physical hard disk drives that mirror each other. So, in the event a hard disk fails the secondary disk automatically takes over and there will be no downtime. We then get alerted of the primary disk failure and replace the hard disk within a scheduled maintenance period.

The primary servers automatically store critical data to a backup server each night so in the event of a major disaster we can quickly restore affected sites and applications.

RELIABILITY OF SERVICE

In order to maintain a high level of service hosting applications a Duty Engineer is on call 24 x 7 supported by comprehensive safety, monitoring, alerting and contingency processes including, but by no means limited to:

- Fault tolerant servers with UPS back-up
- Dynamic and hardware Firewalls with highly advanced software that prevents brute force attackers, DOS attacks and any port scanning.
- Automated monitoring of hardware failure.
- Backup generator with automatic cut in on power failure.
- Off server and location backups transmitted via SSH using private keys.

DATA PROTECTION AND SECURITY

Keyzo IT Solutions LTD operates within the parameters of the UK GDPR and as such, the data you provide will remain secure, not transferred outside of the EEA and will not be released to any third parties, unless instructed by you in writing. In the event the Company is required to release information by law, the Company will notify you in writing prior to doing so.

Our servers are highly secure, and nobody can gain access to our servers or databases unless we manually allow their IP address in our firewall, and they provide/are provided with the appropriate keys. Access to the infrastructure is tightly controlled with only certain members of our DevOps team being granted access.

All employees and contractors have signed an NDA/Contract which declares their agreement to not disclose any confidential data, design, or technologies with any other parties or for personal use. Example of contract can be supplied on request.

We use internal and 3rd party penetration testing systems provided by Security Metrics to ensure that our systems are kept up to date with the latest security patches and are as secure as possible.

SSL certificates issued by Global Sign are used to secure all traffic between client browsers and our software services.

SUPPORT & RESOLUTION PROCESSES

Contact with our Helpdesk is provided during office hours either via phone or email. Within the process we will identify what the issue or question is and do our best to resolve it there and then, however if this is not possible, we will assign one of the following grades to understand the impact on your business:

Grade 1: Impact - Critical

Interpretation - The service is down or at high risk, there are continual failures and operations cannot safely continue.

Grade 2: Impact - Major

Interpretation - The performance of the service has been interrupted and there is risk of recurrence.

Grade 3: Impact - Minor

Interpretation - The user has identified an isolated or localised effect that is a nuisance but does not significantly impact operations.

Grade 4: Impact - No impact

Interpretation - A general question or the need for information.

Keyzo IT Solutions Ltd objectives are summarised in terms of contact (first response) and workaround (relief) times in the following chart:

| OPERATIONS IMPACT | CONTACT (1st Response) | WORKAROUND (Relief) |
|--------------------------|-------------------------------|----------------------------|
| Critical | 30 minutes | 8 hours |
| Major | 30 minutes | 16 hours |
| Minor | 8 hours | 5 business days |
| No Impact | 16 hours | 5 business days |

We will use reasonable endeavours to achieve the relevant target response and relief times for each incident. Our aim is to achieve target response and relief times in 95% of cases.

BUSINESS CONTINUITY

We believe it's important to have peace of mind. So, in the event that Keyzo IT Solutions Ltd ceases to trade or you no longer want to host your applications with us we will provide access so you can download all source code and data.