

SCHEDULE 1 - LICENCE TERMS AND CONDITIONS

1. DEFINITIONS AND INTERPRETATION

1.1 Definitions.

In these Conditions, the following definitions apply

Applicable Laws: all applicable laws, statutes, regulations and codes from time to time in force.

Authorised Users: those employees, agents and independent contractors of the Customer who are authorised by the Customer to use the Services and the Deliverables, as further described in paragraph 1 in Schedule 2.

Business Day: a day (other than a Saturday, Sunday or public holiday) when banks in London are open for business.

Change: an amendment to: the scope, nature, volume or execution of the Services and any Deliverables under this Contract; or any other terms or schedule of this Contract.

Change Control Note: the written record of any Change agreed or to be agreed by the parties pursuant to the Change Control Procedure.

Change Control Procedure: the procedure for agreeing a Change, as set out in the clause 8.

Charges: the charges payable by the Customer for the supply of the Services in accordance with clause 8, which includes any Project Fees, Product Licence Fees, Performance Fees and any Other Fees, as applicable from time to time, as set out in the Order Form.

Commencement Date: the date set out on the Order Form.

Conditions: the terms and conditions set out in this document.

Contract: the contract between the Supplier and the Customer for the supply of Services in accordance with these Conditions and including the Order Form and any other Schedules to this Contract.

Customer: the person who purchases Services from the Supplier as set out in the Order Form.

Customer Data: the data inputted by the Customer, Authorised Users, or the Supplier on the Customer's behalf for the purpose of using the Services or facilitating the Customer's use of the Services.

Customer Default: has the meaning given in clause 6.1.

Customer Materials: any materials, designs, assets, content, copy, images and video and suchlike provided by the Customer for including in any of the Services.

Data Protection Law: all applicable data protection and privacy legislation in force from time to time in the UK including the General Data Protection Regulation ((EU) 2016/679); the Data Protection Act 2018; the Privacy and Electronic Communications Directive 2002/58/EC (as updated by Directive 2009/136/EC) and the Privacy and Electronic Communications Regulations 2003 (SI 2003/2426) as amended, the Electronic Communications Act 2000 and any other legislation relating to personal data and all other legislation and regulatory requirements in force from time to time which apply to a party relating to the use of personal data (including the privacy of electronic communications) and “**Data Controller**”, “**Data Processor**”, “**Data Subject**”, “**Personal Data**”, “**Processing**”, “**Process**” and “**Processed**” shall have the meanings set out in the Data Protection Laws;

Deliverables: the deliverables set out in the Order Form and/or Services Description.

Fair Usage: has the meaning set out in clause 5.1.

Intellectual Property Rights: all patents, rights to inventions, utility models, copyright and related rights, trademarks, 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, 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 in any part of the world.

Minimum Term: the minimum term of the Contract as set out in the Order Form and as otherwise identified in the Services Description.

Monthly Performance Fees: means the monthly fees for the Performance Services as set out on the Order Form.

Monthly Product Fees: the monthly fee for use of the Product Services, which will vary for the different Products ordered by the Customer, as set out in the Order Form.

Notice Period: the notice period of the Contract as set out in the Order Form subject to any restrictions contained herein.

Order Form: the services schedule signed by the parties to which these Conditions are attached and setting out the key terms of the Contract between the Supplier and the Customer.

Other Fees: any other fees for the Services, not including the Project Fees, Monthly Product Fees or Monthly Performance Fees, including but not limited to fees for Fair Usage and any costs associated with Change requests, as applicable from time to time and set out on the Order Form .

Paid Media: Media and advertising including but not limited to paid search via Google or Bing!, Facebook promoted or sponsored content, banner advertising, affiliate marketing and advertorials, purchased or licenced by the Supplier on behalf of the Customer, subject always to the Customer paying the Supplier in advance for all costs incurred in securing such media and advertising.

Performance Services: the supply of performance and marketing services, of the nature set out in the Performance Services section of the Services Description and as may be selected as a service on the Order Form.

Price Sheet: shall be the Supplier's standard price sheet as attached at Schedule 4 as may be updated from time to time in the Supplier's sole discretion.

Product Services: the supply of product services, of the nature set out in the Product Services section of the Services Description and as may be selected as a service on the Order Form.

Project Fees: means the fees for the Project Services as set out on the Order Form.

Project Services: the supply of project services, of the nature set out in the Project Services section of the Services Description and as may be selected as a service on the Order Form.

Renewal Term: the renewal term(s) of the Contract as set out in the Order Form.

Retail Prices Index: the index published periodically by the Office for National Statistics which is used as a domestic measure of inflation in the UK.

Services: the supply of such Product Services, Project Services and/or Performance Services as set out on the Order Form.

Services Description: the description of each of the Services as set out in Schedule 5.

Software: any software which is licensed by the Supplier to the Customer as part of the Services.

Specification: the description or specification of the Services set out in the as set out in the Services Description.

Supplier: means Venn Digital Limited registered in England under Company Number 07369040, whose registered address is The Nest The Glasshouse, Alderley Park, Alderley Edge, Macclesfield, Cheshire, England, SK10 4TG

SOW: any specific statement of work, which shall be **non-legally binding**, but entered into between the parties (if required) to set out the intended purposes and requirements of the Services (or a part of them) to be provided by the Supplier to the Customer under this Contract, and which may be entered into from time to time, in accordance with clause 2.

Term: has the meaning given in clause 14.

Virus: anything or device (including any software, code, file or programme) which may: prevent, impair or otherwise adversely affect the operation of any computer software, hardware or network, any 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.

Website: the Customer's website, as set out on the Order Form and/or SOW.

year: the period of 12 months from the Commencement Date and each consecutive period of 12 months thereafter during the Term.

1.2 Interpretation

In these Conditions, unless the context otherwise requires, the following rules apply:

- a) person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality);
- b) a reference to a party includes its successors or permitted assigns;
- c) any phrase introduced by the terms including, include, in particular or any similar expression, shall be construed as illustrative and shall not limit the sense of the words preceding those terms;
- d) reference to writing or written includes e-mails but not faxes;
- e) clause, schedule and paragraph headings shall not affect the interpretation of this Contract and references to clauses and schedules are to the clauses and schedules of this Contract. Schedule shall have the same force and effect as if they are set out in the main body of this Contract;
- f) words in the singular shall include the plural and in the plural shall include the singular, a reference to one gender shall include a reference to the other genders;
- g) a reference to a statute or statutory provision is a reference to it as it is in force as at the date of this Contract and a reference to a statute or statutory provision shall include all subordinate legislation made as at the date of this Contract under that statute or statutory provision; and
- h) any words following the terms **"including"**, **"include"**, **"includes"**, **"included"**, **"in particular"**, **"for example"** or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms.

2. Custom APPLICATION

- 2.1 In consideration of the Customer paying the Charges, the Supplier will provide the Services set out in the Order Form from the Commencement Date.
- 2.2 If required for the applicable Services, from the Commencement Date, the parties shall collaborate, in good faith, to agree upon a SOW, in the following manner:
 - a) the Supplier to prepare a draft SOW for the Services required by the Customer in collaboration with the Customer and the Customer providing all reasonably requested information and materials;
 - b) the Supplier shall notify the Customer of any additional information it reasonably requires in order to prepare a SOW;
 - c) the Supplier shall provide the Customer with the draft Statement of Work requested;
 - d) the Supplier and the Customer shall discuss and agree that draft Statement of Work; and

- e) both parties shall sign the draft SOW when it is agreed.
- 2.3 If the Supplier and the Customer fail to agree to a SOW in accordance with clause 2.2 within 30 days of the Commencement Date then:
- a) the Contract shall terminate with immediate effect; or
 - b) the parties may agree, in writing, to a time extension in order to agree to the SOW for a period of an additional 30 days or any other time period agreed by the parties in writing . For the avoidance of doubt any failure to agree to an extension shall result in a termination of the Contract in accordance with clause 2.3(a).
- 2.4 In the event that the Contract terminates in accordance with clause 2.3(a), then the Customer shall be immediately liable to pay the greater of: £5,000 or the Charges that would have been incurred if the Contract had continued for 3 months.
- 2.5 This only applies to Custom projects

3. USE OF SOFTWARE AND SUPPLY OF SERVICES

- 3.1 Subject to the terms of the Contract and in consideration of the payment by the Customer of the Charges to the Supplier in accordance with clause 8, the Supplier hereby agrees to: (i) grant to the Customer a non-exclusive, non-transferable revocable license, without the right to grant sub-licences, to use the Software; and (ii) provide the Services to the Customer, in each case during the Term solely for the Customer's normal business operations.
- 3.2 The Supplier shall have the right to make any changes to the Services which are necessary to comply with any applicable law, or which do not materially affect the nature or quality of the Services, and the Supplier shall notify the Customer in any such event.

4. CUSTOMER'S OBLIGATIONS

- 4.1 The Customer shall:
- a) ensure that the terms of the Order Form and any information it provides to the Supplier are complete and accurate;
 - b) co-operate with the Supplier in all matters relating to the Services;
 - c) provide the Supplier, its employees, agents, consultants and subcontractors, with access to the Customer's information, content and other materials relating to the Website (if required), Customer Data, Customer's premises, office accommodation and other facilities as reasonably required by the Supplier including FTP access, CMS login, Google analytics and any other statistical information that will help the Supplier to deliver the Services;
 - d) provide the Supplier with such information and materials as the Supplier may reasonably require in order to supply the Services including website content, FTP access, CMS login, Google analytics and any other statistical information that will help the Supplier to deliver the Services, and ensure that such information is accurate in all material respects;
 - e) obtain and maintain all necessary licences, permissions and consents which may be required before the date on which the Services are to start or go live

in the public domain. This includes but not limited to images, video content, software or compiled code sourced from third parties;

- f) obtain and maintain all necessary licences, permissions and consents which may be required for any content uploaded to the CMS for the full duration of use;
- g) provide sign off on project milestones within required deadlines as agreed throughout the project;
- h) provide to the Supplier and allow the Supplier to use the Customer Materials in the provision of the Services
- i) allow the Supplier (and any third parties supplying Software under the Contract) the right to use the Customer's name and branding in the marketing of the Supplier;
- j) without affecting its other obligations under this Contract, comply with all applicable laws and regulations with respect to its activities under this Contract;
- k) carry out all other Customer responsibilities set out in this Contract in a timely and efficient manner. In the event of any delays in the Customer's provision of such assistance as agreed by the parties, the Supplier may adjust any agreed timetable or delivery schedule as reasonably necessary;
- l) ensure that the Authorised Users use the Services and the Deliverables in accordance with the terms and conditions of this Contract and shall be responsible for any Authorised User's breach of this Contract;
- m) ensure that its network and systems comply with the relevant specifications provided by the Supplier from time to time;
- n) be, to the extent permitted by law and except as otherwise expressly provided in this Contract, solely responsible for procuring, maintaining and securing its network connections and telecommunications links from its systems to the Supplier's data centres, and all problems, conditions, delays, delivery failures and all other loss or damage arising from or relating to the Customer's network connections or telecommunications links or caused by the internet;
- o) comply with all Applicable Laws including all laws, regulations, statute, codes and other guidance from time to time in force within the territory that the Customer is based or within the territory where the Customer is to receive the Services (including any Deliverables) (**Local Regulations**); and
- p) warrants to the Supplier that it has informed the Supplier of all Local Regulations that apply to the receipt and use of the Services (including all Deliverables) at the date of this Contract and any subsequent SOW and shall be responsible in ensuring that the Services and all Deliverables are compliant with any Local Regulations.

5. FAIR USAGE

- 5.1 The Customer acknowledges and agrees that some of the Services are subject to agreed allowances and usage restrictions (for example, a set number of hours as per

the agreed hourly rate and hours purchased) ("**Fair Usage**"), as set out in Schedule 4 and may be updated from time to time. In the event that the Customer exceeds such Fair Usage limits the Supplier reserves the right to:

- a) cease provision of the Services for any period where the Customer exceeds the Fair Usage limits; and/or
- b) renegotiate with the Customer a higher allowance usage in exchange for a higher Monthly Product Fee, Monthly Performance Fee or Project Fee as set out in the Services Description or as otherwise agreed to by the Supplier in writing.

6. CUSTOMER DEFAULT

6.1 If the Supplier's performance of any of its obligations under the Contract is prevented or delayed by any act or omission by the Customer or failure by the Customer to perform any relevant obligation ("**Customer Default**");

- a) the Supplier shall without limiting its other rights or remedies have the right to suspend performance of the Services until the Customer remedies the Customer Default, and to rely on the Customer Default to relieve it from the performance of any of its obligations to the extent the Customer Default prevents or delays the Supplier's performance of any of its obligations;
- b) the Supplier reserves the right to raise Charges for studio time allocated for fulfilment of Services not utilised as set out in clause 6.1a). Unused studio allocation will be billed at 50% of standard day rate regardless of prior agreed preferential rates;
- c) the Customer shall continue to be liable for the Charges when they fall due;
- d) the Supplier shall not be liable for any costs or losses sustained or incurred by the Customer arising directly or indirectly from the Supplier's failure or delay to perform any of its obligations as set out in this clause 6.1; and
- e) the Customer shall reimburse the Supplier on written demand for any costs or losses sustained or incurred by the Supplier arising directly or indirectly from the Customer Default.

7. SUPPLIER'S OBLIGATIONS

7.1 The Supplier warrants that the Services will be performed substantially in accordance with the Specification and with reasonable skill and care.

7.2 The Supplier shall use reasonable endeavours to meet any performance dates specified in the Order Form, but any such dates shall be estimates only and time shall not be of the essence for performance of the Services.

7.3 The warranty at clause 7.1 shall not apply to the extent of any non-conformance which is caused by use of the Services contrary to the Supplier's instructions, or modification or alteration of the Services by any party other than the Supplier or the Supplier's duly authorised contractors or agents. If the Services do not conform with the foregoing undertaking, Supplier will, at its expense, use all reasonable commercial endeavours to correct any such non-conformance promptly, or provide the Customer with an alternative means of accomplishing the desired performance. Such correction or substitution constitutes the Customer's sole and exclusive

remedy for any breach of the undertaking set out in clause 7.1. Notwithstanding the foregoing, the Supplier:

- a) does not warrant that the Customer's use of the Services will be uninterrupted or error- free; or that the Services, Deliverables and/or the information obtained by the Customer through the Services will meet the Customer's requirements; and
- b) is not 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 Customer acknowledges that the Services and Deliverables may be subject to limitations, delays and other problems inherent in the use of such communications facilities.

7.4 This Contract shall not prevent the Supplier 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 Contract.

7.5 The Supplier has and will maintain all necessary licences, consents, and permissions necessary for the performance of its obligations under this Contract.

8. CHANGE CONTROL

8.1 Either party may submit a written request for Change to the other party in accordance with this clause 8, but no Change will come into effect until a Change Control Note has been signed by the authorised representatives of both parties.

8.2 If the Customer requests a Change:

- a) the Customer will submit a written request to the Supplier containing as much information as is necessary to enable the Supplier to prepare a Change Control Note; and
- b) within ten (10) Business Days of receipt of a request, the Supplier will, unless otherwise agreed, send to the Customer a Change Control Note.

8.3 If the Supplier requests a Change, it will send to the Customer a Change Control Note.

8.4 A Change Control Note must contain sufficient information to enable the Customer to assess the Change, including as a minimum:

- a) the title of the Change;
- b) the originator of the Change and date of request;
- c) description of the Change;
- d) details of the effect of the proposed Change on:

8.4.4.1 the Services and any Deliverables;

8.4.4.2 the Charges; and

8.4.4.3 any other term of this Contract;

- a) If, following the Customer's receipt of a Change Control Note pursuant to clause 8.2 or clause 8.3:

8.4.1.1 the parties agree the terms of the relevant Change Control Note, they will sign it and that Change Control Note will amend this Contract and/or the applicable SOW; or

8.4.1.2 either party does not agree to any term of the Change Control Note, then the other party may refer the disagreement to be dealt with in accordance with clause 18.10.

- a) Each party will bear its own costs in relation to compliance with the Change Control Procedure.

9. CHARGES AND PAYMENT

9.1 Subject to clause 9.3, the Charges for the Services shall be the charges set out in the Order Form.

9.2 Unless otherwise stated, all invoices issued by the Supplier are due for payment by the Customer, to be collected by Direct Debit, within 30 days of the date of the invoice. If a Customer does not sign up to Direct Debit within 30 days of the Order Form being signed or cancels the Direct Debit at any point then they will no longer be eligible for the reduce monthly rate and will default back to the non-Direct Debit monthly price, as set out in Schedule 3

9.3 The Supplier may, by giving no less than 30 days' prior notice in writing to the Customer, increase the Charges at least once in each year to reflect the percentage increase in the Retail Prices Index in the preceding [[six] OR [twelve]] month period. Any such increase shall be based on the latest available figure for the percentage increase in the Retail Prices Index.

9.4 The Supplier shall invoice the Customer for:

- a) the Monthly Product Fee, Monthly Performance Fee and Project Fee (as applicable) upfront in advance, every month;
- b) any Other Fees as they arise; and
- c) any additional charges incurred for any Change upon amending this Contract and/or the applicable SOW, or as they arise.

9.5 The Supplier shall invoice the Customer for any additional third party costs or expenses incurred on behalf of the Customer in relation to the Services, notified to the Customer in advance, including for example purchasing of images and photography, videography, filming services and suchlike. Refer to Schedule 4 ('**Fair Usage**')

9.6 Unless otherwise set out in this clause or the Order Form, the Charges for the Services shall be paid by the Customer within 30 days of the date of the invoice in full and in cleared funds to a bank account nominated in writing by the Supplier, and time for payment shall be of the essence of the Contract.

9.7 All amounts payable by the Customer under the Contract are exclusive of amounts in respect of value added tax chargeable for the time being ("**VAT**"). Where any taxable supply for VAT purposes is made under the Contract by the Supplier to the Customer, the Customer shall, on receipt of a valid VAT invoice from the Supplier, pay to the Supplier such additional amounts in respect of VAT as are chargeable on the supply of the Services at the same time as payment is due for the supply of the Services.

- 9.8 Without limiting any other right or remedy of the Supplier, if the Customer fails to make any payment due to the Supplier under the Contract by the due date for payment ("**Due Date**"), the Supplier shall have the right to: (i) suspend any or all of the Services until payment is made in full; and/or (ii) charge interest on the overdue amount at the rate of 4% per cent per annum above the then current Lloyds Bank PLC base rate and at the rate of 4% per cent per annum where the base rate is below 0% accruing on a daily basis from the Due Date until the date of actual payment of the overdue amount, whether before or after judgment, and compounding quarterly.
- 9.9 The Customer shall pay all amounts due under the Contract in full without any deduction or withholding except as required by law and the Customer shall not be entitled to assert any credit, set-off or counterclaim against the Supplier in order to justify withholding payment of any such amount in whole or in part. The Supplier may, without limiting its other rights or remedies, set off any amount owing to it by the Customer against any amount payable by the Supplier to the Customer.
- 9.10 For the avoidance of doubt, in the event of a Customer Default or where a Change has been agreed to by the parties, the Customer shall be responsible for paying the Charges as they fall due (including all changes to the Charges as applicable).
- 9.11 In the event that there are material delays, in the Supplier's opinion, in performance of the Services caused by any act or omission by the Supplier or failure by the Supplier to perform any relevant obligation under this Contract, the Supplier shall notify the Customer in writing that any payments of the Charges for Services that are materially delayed shall be suspended until such time as the Supplier notifies the Customer that the cause of the material delay has been resolved. For the avoidance of doubt, any material delay to the performance of the Services will not entitle the Customer to receive any reduction in the Charges or any other damages and the Customer shall continue to remain liable for all Services, Charges and other applicable costs incurred by the Supplier in performance of this Contract.

10. INTELLECTUAL PROPERTY RIGHTS

- 10.1 Subject to clause 10.2, all Intellectual Property Rights relating to the Software (including any updates, new versions or amendment or modifications thereto), and its functionality, Deliverables in or arising out of or in connection with the Services, shall, as between the Supplier and the Customer, vest in and be the absolute property of the Supplier (or its licensors, if relevant) and the Customer shall have no rights in or to such Intellectual Property Rights other than the right to use them in accordance with the terms of this Contract.
- 10.2 All Intellectual Property Rights relating to any Customer Materials supplied by the Customer in relation to the Services and the Deliverables (including all design assets, content, copy, images and video) will, as between the Supplier and the Customer, remain the property of the Customer and the Supplier shall be granted a licence to use the same in connection with providing the Services and supplying any Deliverables.
- 10.3 The Customer:
- a) warrants that the receipt and use of the Customer Materials in the performance of this Contract by the Supplier, its agents, subcontractors or consultants shall not infringe the rights, including any Intellectual Property Rights, of any third party; and

- b) shall indemnify the Supplier in full against all liabilities, costs, expenses, damages and losses (including any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs (calculated on a full indemnity basis) and all other professional costs and expenses) suffered or incurred by the Supplier arising out of or in connection with any claim brought against the Supplier, its agents, subcontractors or consultants for actual or alleged infringement of a third party's Intellectual Property Rights arising out of, or in connection with, the receipt or use in the performance of this Contract of the Customer Materials.
- 10.4 Subject always to clause 16.2, the Customer acknowledges that, in respect of any third party Intellectual Property Rights which are supplied as part of the Deliverables, the Customer's use of any such Intellectual Property Rights is conditional on obtaining a written licence from the relevant licensor and compliance by the Customer with the requirements of such licence. As per clause 9.4, any costs of obtaining rights or licence for or on behalf of the Customer will be invoiced on approval. This includes but not limited to any images or content provided for the use in marketing or advertising material and content uploaded and distributed via the Website or Software.
- 10.5 All third party content provided by the Supplier will be licensed for Website use only, unless expressly stated or requested. This includes but not limited to images, video, fonts and logos.
- 10.6 [Any PPC campaign (including all applicable access information) and related materials created by the Supplier for the Customer remains the property of the Supplier beyond the point of termination of this Contract unless:
- a) the Customer pays an additional fee which shall be the greater of: [£2,000]; or [the Charges for applicable PPC campaign in the preceding 3 months prior to such purchase].

11. CONFIDENTIALITY

- 11.1 A party ("**Receiving Party**") shall keep in strict confidence all technical or commercial know-how, specifications, inventions, processes or initiatives which are of a confidential nature and have been disclosed to the Receiving Party by the other party ("**Disclosing Party**"), its employees, agents or subcontractors, and any other confidential information concerning the Disclosing Party's business or its products or its services which the Receiving Party may obtain.
- 11.2 The provisions of this clause shall not apply to: (i) any information in the public domain otherwise than by breach of this Contract; (ii) information in the possession of the Receiving Party before disclosure as aforesaid; (iii) information obtained from a third party who is free to divulge the same; or (iv) information which is properly disclosed pursuant to a statutory obligation, the order of a court of competent jurisdiction or that of a competent regulatory authority.
- 11.3 The Receiving Party may disclose the Disclosing Party's Confidential Information to any of its directors, other officers, affiliates, professional advisers and employees (each a "**Recipient**") to the extent that disclosure is reasonably necessary for the purposes of this Contract. The Receiving Party shall ensure that each Recipient is made aware of and agrees to comply with the Receiving Party's confidentiality obligations under this Contract as if the Recipient was a party to this Contract.
- 11.4 This clause 11 shall survive termination of the Contract and last for 5 years from the Commencement Date.

12. DATA MANAGEMENT & PROCESSING

- 12.1 The Customer shall own all right, title and interest in and to all of the Customer Data that is not personal data and shall have sole responsibility for the legality, reliability, integrity, accuracy and quality of all such Customer Data.
- 12.2 The Supplier shall, in providing the Services, comply with its Privacy Policy relating to the privacy and security of the Customer Data available at <https://www.venndigital.co.uk/privacy-policy/> or such other website address as may be notified to the Customer from time to time, as such document may be amended from time to time by the Supplier in its sole discretion.
- 12.3 The Supplier acknowledges that in providing Services under this Contract the Supplier may process personal data within the meaning of the Data Protection Laws on behalf of the Customer. For the purposes of this clause, "**personal data**" shall have the meaning given to it in Data Protection Laws.
- 12.4 Each Party shall comply with its respective obligations under Data Protection Laws that are applicable to it in connection with the Services. Neither party shall through its acts or omissions place the other party in breach of any Data Protection Laws.
- 12.5 Without prejudice to the generality of clause 12.1, the Customer will ensure that it has all necessary appropriate consents and notices in place to enable lawful transfer of the personal data to the Supplier for the duration and purposes of this Contract.
- 12.6 In respect of any personal data provided by the Customer and processed by the Supplier as part of the Services, the Supplier shall be the Data Processor and Customer shall be the Data Controller and in relation to Personal Data supplied by end users, the Supplier shall be the Data Processor and in each case the Supplier agrees that:
- a) the Supplier processes personal data, including data of the kind listed in Schedule 8 (the "**Personal Data**"), on behalf of the Customer in the context of providing the Services under this Contract, for the duration of the Term. The obligations and rights of the Customer shall be as set out in this Contract;
 - b) the Supplier will only process such Personal Data in accordance with the documented instructions of the Customer (as set out in this Contract), including with regard to transfers of Personal Data to a third country and solely as strictly necessary for the performance of its obligations under this Contract, unless the Supplier is required to process such Personal Data otherwise by the laws of any member of the European Union, the laws of the United Kingdom or by the laws of the European Union applicable to the Supplier ("**Applicable Data Protection Laws**"). Where the Supplier is relying on Applicable Data Protection Laws as the basis for processing Personal Data, the Supplier shall promptly notify the Customer of this before performing the processing required by the Applicable Data Protection Laws unless those Applicable Data Protection Laws prohibit the Supplier from so notifying the Customer;
 - c) the Supplier shall ensure that the persons authorised by the Supplier to process such Personal Data are bound by appropriate confidentiality and data protection obligations;
 - d) the Supplier shall implement such technical and organisational security

measures as are required to comply with the data security obligations under Data Protection Laws;

- e) the Customer acknowledges that the Supplier may engage sub-processors and the Customer shall be entitled to object to any sub-processor by giving written notice to the Supplier (but the Customer acknowledges that an objection to the use of any sub-processor may mean the Supplier is unable to provide some or all of the Services, and reserves the right in such circumstances to terminate the Contract, in whole or in part, on reasonable written notice to the Customer);
- f) where any sub-contractor of the Supplier will be processing such Personal Data on behalf of the Customer, the Supplier shall ensure that such sub-contractor shall comply with the Data Protection Laws;
- g) the Supplier shall inform the Customer promptly in the event of receiving a request from a data subject to exercise their rights under Data Protection Laws and provide such co-operation and assistance as may be required to enable the Customer to deal with such request in accordance with the provisions of Data Protection Laws;
- h) the Supplier shall assist the Customer by implementing appropriate technical and organisational measures to allow the Customer to comply with requests from data subjects to exercise their rights under Data Protection Laws;
- i) the Supplier shall assist the Customer in ensuring compliance with its obligations in respect of security of Personal Data, data protection impact assessments and prior consultation requirements under Data Protection Laws;
- j) the Supplier shall: (i) at the choice of the Customer, delete or return all such Personal Data to the Customer when the Supplier ceases to provide services relating to data processing; and (ii) delete all existing copies of such Personal Data unless applicable Data Protection Laws require storage of the Personal Data;
- k) the Supplier shall: (i) make available to the Customer all information necessary to demonstrate compliance with the obligations laid down in this clause 12; and (ii) allow for and assist with audits, including inspections, conducted by the Customer or another auditor mandated by the Customer, in order to ensure compliance with the obligations laid down in this clause 12 including its data security obligations under Data Protection Laws provided however that the Customer shall accept, where applicable, adherence by the Supplier to an approved code of conduct or an approved certification mechanism to aid demonstration by the Supplier that it is compliant with the provisions of this clause 12;
- l) the Supplier shall inform the Customer promptly if, in its opinion, it receives an instruction from the Customer which infringes Data Protection Laws;
- m) the Supplier shall notify the Customer without undue delay, and in any event within forty-eight (48) hours, after becoming aware of any breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to, Personal Data transmitted, stored or otherwise processed and provide the Customer with such co-operation and

assistance as may be required to mitigate against the effects of, and comply with any reporting obligations which may apply in respect of, any such breach; and

- n) Personal Data shall only be transferred outside of the European Economic Area by the Supplier or any of its agents or sub-processors in accordance with the Data Protection Laws.

12.7 Upon the expiry of the data retention periods set out below in clause 12.8 or when a data subject exercises their right to have their personal data erased, personal data shall be deleted, destroyed, or otherwise disposed of.

12.8 As stated above, and as required by law, the Company shall not retain any personal data for any longer than is necessary in light of the purpose(s) for which that data is collected, held, and processed. When establishing and/or reviewing retention periods, the following shall be taken into account:

- a) The objectives and requirements of the Company;
- b) The type of personal data in question;
- c) The purpose(s) for which the data in question is collected, held, and processed;
- d) The Company's legal basis for collecting, holding, and processing that data;
- e) The category or categories of data subject to whom the data relates;

12.9 Personal data, as defined by the Data Protection Law, stored by the Supplier will be retained as follows:

- a) Active data will remain in the Supplier's database for 90 days from submission.
- b) After 90 days, the Supplier will archive personal data if:
 - (i) It has been soft deleted (data still exists but is inaccessible to the Customer).
 - (ii) The job details provided by the Customer expired more than 90 days ago.
 - (iii) The job application was made more than 90 days ago.
- c) Archived data will be kept for 365 days before being permanently deleted

13. LIMITATION OF LIABILITY: THE CUSTOMER'S ATTENTION IS PARTICULARLY DRAWN TO THIS CLAUSE

13.1 Subject to clause 13.2:

- a) the Supplier shall under no circumstances whatever be liable to the Customer, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any:
 - (i) loss of profit; (ii) loss of business or business opportunity; (iii) loss of data; (iv) loss of or damage to goodwill or reputation; or (v) indirect or consequential loss arising under or in connection with the Contract; and
- b) the Supplier's total liability to the Customer in respect of all other losses arising under or in connection with the Contract, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall in no circumstances exceed: (i) the invoice value of the Services; or (ii) £50,000 for each claim and series of related claims, whichever is lower, and subject always to a cap of £100,000 in the aggregate.

13.2 Nothing in this Contract shall limit or exclude the Supplier's liability for: (i) death or personal injury caused by its negligence, or the negligence of its employees, agents or subcontractors;
(ii) fraud or fraudulent misrepresentation; (iii) breach of the terms implied by section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession); or (iv) for

any other liability which cannot be excluded under applicable law.

- 13.3 The Customer shall indemnify the Supplier in full against all liabilities, costs, expenses, damages and losses (including any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs (calculated on a full indemnity basis) and all other professional costs and expenses) suffered or incurred by the Supplier, its agents, subcontractors or consultants, arising out of, or in connection with the Customer's breach of this Contract.
- 13.4 The terms implied by sections 3 to 5 of the Supply of Goods and Services Act 1982 are, to the fullest extent permitted by law, excluded from the Contract.

14. TERM AND TERMINATION

- 14.1 The Contract shall, unless otherwise terminated as provided in this clause 14, commence on the Commencement Date and shall continue for the applicable Minimum Term and, thereafter, this Contract shall be automatically renewed for successive periods of the Renewal Period, unless either party notifies the other party of termination, in writing, by giving at least the Notice Period before the end of the Minimum Term or any Renewal Period, in which case this Contract shall terminate upon the expiry of the applicable Minimum Term or Renewal Period, as applicable (the **Term**).
- 14.2 Notwithstanding clause 14.1, certain Services may be cancelled by the Customer by giving at least the minimum required Notice Period after the end of the Minimum Term for that particular Service, as set out in the Order Form. Where the Customer gives such notice to cancel one of the Services in this way, that Service shall cease at the end of the relevant Notice Period, but all other Services will remain in place in accordance with the Contract, and the Fees shall be adjusted accordingly.
- 14.3 Without limiting its other rights or remedies, either party may terminate the Contract with immediate effect by giving written notice to the other party if:
- a) the other party commits a material breach of the Contract and (if such a breach is capable of being remedied) fails to remedy that breach within thirty (30) days of that party being notified in writing of the breach;
 - b) the other party fails to pay any amount due under this Contract on the due date for payment and remains in default not less than seven (7) days after being to make such payment;
 - c) the other party suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due or admits inability to pay its debts or (being a company or limited liability partnership) is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986 ("**IA 1986**") as if the words "it is proved to the satisfaction of the court" did not appear in sections 123(1)(e) or 123(2) of the IA 1986 **or** (being an individual) is deemed either unable to pay its debts or as having no reasonable prospect of so doing, in either case, within the meaning of section 268 of the IA 1986 **or** (being a partnership) has any partner to whom any of the foregoing apply;
 - d) the other party commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with any of its creditors other than (being a company) for the sole purpose of a scheme for a solvent amalgamation of that other party with one or more other companies or the solvent reconstruction of that other party;

- e) the other party applies to court for, or obtains, a moratorium under Part A1 of the IA 1986;
 - f) a petition is filed, a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up of the other party (being a company, limited liability partnership or partnership) other than for the sole purpose of a scheme for a solvent amalgamation of that other party with one or more other companies or the solvent reconstruction of that other party;
 - g) an application is made to court, or an order is made, for the appointment of an administrator, or a notice of intention to appoint an administrator is given or an administrator is appointed, over the other party (being a company, partnership or limited liability partnership);
 - h) the holder of a qualifying floating charge over the assets of that other party (being a company or limited liability partnership) has become entitled to appoint or has appointed an administrative receiver;
 - i) a person becomes entitled to appoint a receiver over all or any of the assets of the other party or a receiver is appointed over all or any of the assets of the other party;
 - j) a creditor or encumbrancer of the other party attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, the whole or any part of the other party's assets and such attachment or process is not discharged within 14 days;
 - k) 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 14.3c) to clause 14.3j) (inclusive);
 - l) the other party suspends or ceases, or threatens to suspend or cease, carrying on all or a substantial part of its business; or
 - m) the other party's financial position deteriorates so far as to reasonably justify the opinion that its ability to give effect to the terms of this Contract is in jeopardy.
- 14.4 Without limiting its other rights or remedies, the Supplier shall have the right to suspend provision of the Services under the Contract or any other contract between the Customer and the Supplier if the Customer becomes subject to any of the events listed in clauses 14.3 or 14.6, or the Supplier reasonably believes that the Customer is about to become subject to any of them, or if the Customer fails to pay any amount due under this Contract on the due date for payment.
- 14.5 The Customer shall not be entitled to terminate pursuant to clause 14.1, 14.2 or 14.3 (and any attempt to do so will be deemed invalid under this Contract) in the event that any invoices for the Fees are unpaid as at the time of such notice to terminate.
- 14.6 Without limiting its other rights or remedies, the Supplier may terminate the Contract with immediate effect by giving written notice to the Customer, if the Customer:
- a) exceeds the Fair Usage of the Services as agreed between the parties and fails to agree to an increase of the applicable Monthly Licence Product Fee, Monthly Performance Fee or Project Fee in accordance with clause 5.1(b); or
 - b) carries out any upgrade, testing, maintenance, change or other alteration to the Software, Deliverables or any other product of the Services (including the platform) without the consent of the Supplier.

15. CONSEQUENCES OF TERMINATION

- 15.1 If the Contract is terminated by the Supplier under clauses 14.3 or 14.6, the Customer shall pay to the Supplier the full amount of the Charges due for the period up to the end of the Minimum Term or then current Renewal Period (as applicable).
- 15.2 On termination of the Contract for any reason:
- a) the Customer shall immediately cease all activities authorised by this Contract;
 - b) the Customer shall immediately pay to the Supplier all of the Supplier's outstanding unpaid invoices, and in respect of Services supplied but for which no invoice has been submitted, the Supplier shall submit an invoice, which shall be payable by the Customer immediately on receipt;
 - c) the Customer shall return within 5 days any Deliverables which have not been fully paid for;
 - d) the accrued rights, remedies, obligations and liabilities of the parties as at expiry or termination shall not be affected, including the right to claim damages in respect of any breach of the Contract which existed at or before the date of termination or expiry; and
 - e) each party agrees to remove, delete or return all Intellectual Property Rights and Confidential Information of the other party (at the other party's request) within 5 days.
- 15.3 Any provision of this Contract which expressly or by implication is intended to come into or continue in force on or after termination of this Contract including clauses 9, 10, 11, 12, 13, 15 and 18 shall remain in full force and effect.

16. THIRD PARTY PROVIDERS AND SUB-CONTRACTING

- 16.1 Unless specifically agreed in writing with the Customer, the Supplier is entitled to sub-contract some or all of the Services to the Supplier's nominated service providers [as set out in the Specification], and the Supplier shall use its reasonable endeavours to pass on to the Customer the benefit of any warranties set out in the terms of supply with such service providers to the extent possible and reasonable, but the Supplier shall have no other liability to the Customer in respect of such sub-contracted Services.
- 16.2 In respect of such Services provided by a third-party service provider, the Customer represents and warrants that it will not commit any act or omission that shall put the Supplier in breach, both directly and indirectly, of such third-party service provider's terms of supply in relation to the applicable Services, which the Supplier shall provide to the Customer upon written request. The Customer shall indemnify the Supplier in full against all liabilities, costs, expenses, damages and losses (including any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs (calculated on a full indemnity basis) and all other professional costs and expenses) suffered or incurred by the Supplier, its agents, subcontractors or consultants arising out of, or in connection with the Customer's breach of this clause.
- 16.3 The Customer acknowledges that the Services may enable or assist it to access the website content of, correspond with, and purchase products and services from, third

parties via third- party websites and that it does so solely at its own risk. The Supplier 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 website, or any transactions completed, and any contract entered into by the Customer, with any such third party. Any contract entered into and any transaction completed via any third-party website is between the Customer and the relevant third party, and not the Supplier. The Supplier recommends that the Customer refers to the third party's website terms and conditions and privacy policy prior to using the relevant third-party website. The Supplier does not endorse or approve any third-party website nor the content of any of the third-party website made available via the Services.

17. FORCE MAJEURE

17.1 The Supplier shall have no liability to the Customer under this Contract if it is prevented from or delayed in performing its obligations under this Contract, or from carrying on its business, by acts, events, omissions or accidents beyond its reasonable control, including, without limitation, strikes, lock-outs or other industrial disputes (whether involving the workforce of the Supplier or any other party), failure of a utility service or transport or telecommunications network, act of God, war, riot, civil commotion, malicious damage, epidemic or pandemic, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood, storm or default of suppliers or sub-contractors, provided that the Customer is notified of such an event and its expected duration.

18. GENERAL

18.1 **Non-solicitation:** Neither party shall (except with the prior written consent of the other) during the Term of the Contract and for a period of 9 months after the date of termination of the Contract solicit or entice or endeavour to solicit or entice any employee of the other party who have been engaged in the provision of the Services or the management of the Contract. Any breach of this clause by either party will render them liable to pay to the other party a liquidated damages fee of 100% of the relevant employee's annual remuneration including bonuses and commission plus the reasonable recruitment costs in replacing such person. The parties confirm that these liquidated damages are reasonable and proportionate to protect the legitimate interests of each party in performing their obligations under the Contract.

18.2 **Entire agreement:** This Contract (including the Schedules but not the SOWs) contains the entire agreement between the parties with respect to its subject matter, supersedes any previous agreements and understandings between the parties with respect to its subject matter, and may not be modified except by an instrument in writing signed by the duly authorised representatives of the parties. Each of the parties acknowledges and agrees that, in entering into this Contract, it does not rely on, and shall have no remedy in respect of, any statement, representation, warranty or undertaking (whether negligently or innocently made) other than as expressly set out in this Contract. The only remedy available to either party in respect of any such statement, representation, warranty or undertaking shall be for breach of contract under the terms of this Contract. Nothing in this clause 18.2 shall operate to exclude any liability for fraud or fraudulent misrepresentation.

18.3 **Assignment and subcontracting:** The Supplier may at any time assign, transfer, charge, subcontract or deal in any other manner with all or any of its rights under the Contract and may subcontract or delegate in any manner any or all of its obligations under the Contract to any third party or agent without the consent of

the Customer. The Customer shall not, without the prior written consent of the Supplier, assign, transfer, charge, subcontract or deal in any other manner with all or any of its rights or obligations under the Contract.

- 18.4 **Notices:** Any notice or other communication required to be given to a party under or in connection with this Contract shall be in writing and shall be delivered to the other party personally or sent by prepaid first-class post, recorded delivery or email to the address for notices set out in the Order Form, or if the absence of such details, its registered office (if a company) or (in any other case) its principal place of business. Any notice or other communication shall be deemed to have been duly received if delivered personally, when left at the address referred to above; if sent by pre-paid first-class post or recorded delivery, at 9.00am on the second Business Day after posting; or if sent by email, one Business Day after transmission. This clause 18.4 shall not apply to the service of any proceedings or other documents in any legal action.
- 18.5 **Waiver:** A waiver of any right under the Contract is only effective if it is in writing and shall not be deemed to be a waiver of any subsequent breach or default. No failure or delay by a party in exercising any right or remedy under the Contract or by law shall constitute a waiver of that or any other right or remedy, nor preclude or restrict its further exercise. No single or partial exercise of such right or remedy shall preclude or restrict the further exercise of that or any other right or remedy. Unless specifically provided otherwise, rights arising under the Contract are cumulative and do not exclude rights provided by law.
- 18.6 **Severance:** If a court or any other competent authority finds that any provision of the Contract (or part of any provision) is invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed deleted, and the validity and enforceability of the other provisions of the Contract shall not be affected. If any invalid, unenforceable or illegal provision of the Contract would be valid, enforceable and legal if some part of it were deleted, the provision shall apply with the minimum modification necessary to make it legal, valid and enforceable.
- 18.7 **No partnership:** Nothing in the Contract is intended to, or shall be deemed to, constitute a partnership or joint venture of any kind between any of the parties, nor constitute any party the agent of another party for any purpose. No party shall have authority to act as agent for, or to bind, the other party in any way.
- 18.8 **Third parties:** This Contract does not create, and shall not be construed as creating, any right under the Contracts (Rights of Third Parties) Act 1999 which is enforceable by any person who is not party to this Contract.
- 18.9 **Counterparts:** This Contract may be executed in any number of counterparts, each of which is an original and which together have the same effect as if each party had signed the same document. The expression "counterpart" shall include any executed copy of this Contract transmitted electronically in portable document format (PDF).
- 18.10 **Governing law and jurisdiction:** This Contract, and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims), shall be governed by, and construed in accordance with, English law, and the parties irrevocably submit to the exclusive jurisdiction of the courts of England and Wales.



SCHEDULE 2 – PRODUCT SERVICES TERMS

Where, pursuant to the Contract, the Customer requests or requires Product Services to be provided by the Supplier and the Supplier is willing to provide Product Services to the Customer, the terms of this Schedule shall also apply:

DEFINITIONS AND INTERPRETATION

The following definitions and rules of interpretation apply to the provision of Product Services and all capitalised terms used but not defined below shall have the meanings set out elsewhere in the Contract:

Product Subscriptions: the product subscriptions included within the Product Services which entitle Authorised Users to access and use the Services and the Deliverables in accordance with this Contract, and any further product subscriptions purchased by the Customer from time to time.

1. USE OF SOFTWARE AND SUPPLY OF PRODUCT SERVICES

- 1.1 The Supplier commits to ensuring the website is compatible with this list of browsers hosted on the date of launch: Google Chrome, Microsoft Edge, and Apple Safari.
- 1.2 The Supplier reserves the right to charge additional charges in relation to browser testing out with the specified and for any new updates and changes post go live dates.
- 1.3 The Supplier commits to using Browser Stack for device testing at the point of launch. The Supplier also reserves the right to charge additionally for any new devices in the future. Our minimum is device testing list can be found here and will be reference by the date of the Contract.

2. PRODUCT SUBSCRIPTIONS

This clause applies where the Contract includes Product Services that are dependent on user subscriptions

- 2.1 In relation to the relevant Product Services, the Customer will purchase a set amount of the Product Subscriptions, depending on the level of the subscription purchased by the Customer. The Supplier hereby grants to the Customer a non-exclusive, non-transferable right, without the right to grant sub-licences, to permit the Authorised Users to use the relevant Product Services during the Term solely for the Customer's internal business operations.

2.2 In relation to the Authorised Users, the Customer undertakes that:

- a) it will not allow or suffer any Product Subscription to be used by more than one individual Authorised User unless it has been reassigned in its entirety to another individual Authorised User, in which case the prior Authorised User shall no longer have any right to access or use the Services and/or Deliverables;
- b) each Authorised User shall keep a secure password for his use of the Services and Deliverables, that such password shall be changed no less frequently than [monthly] and that each Authorised User shall keep his password confidential;
- c) it shall maintain a written, up to date list of current Authorised Users and provide such list to the Supplier within [five (5)] Business Days of the Supplier's written request at any time or times;
- d) it shall permit the Supplier or the Supplier's designated auditor to audit the Services in order to establish the name and password of each Authorised User and the Supplier's data processing facilities to audit compliance with this Contract. Each such audit may be conducted no more than once per quarter, at the Supplier's expense, and this right shall be exercised with reasonable prior notice, in such a manner as not to substantially interfere with the Customer's normal conduct of business;
- e) if any of the audits referred to in paragraph 2.2d) above reveal that any password has been provided to any individual who is not an Authorised User, then without prejudice to the Supplier's other rights, the Customer shall promptly disable such passwords and the Supplier shall not issue any new passwords to any such individual; and
- f) if any of the audits referred to in paragraph 2.2d) above reveal that the Customer has underpaid Charges to the Supplier, then without prejudice to the Supplier's other rights, the Customer shall pay to the Supplier an amount equal to such underpayment as calculated in accordance with [the Supplier's standard charges within [10] Business Days of the date of the relevant audit].

2.3 The Customer shall not access, store, distribute or transmit any Viruses, or any material during the course of its use of the Services that:

- a) is unlawful, harmful, threatening, defamatory, obscene, infringing, harassing or racially or ethnically offensive;
- b) facilitates illegal activity;

- c) depicts sexually explicit images;
- d) promotes unlawful violence;
- e) is discriminatory based on race, gender, colour, religious belief, sexual orientation, disability; or
- f) is otherwise illegal or causes damage or injury to any person or property;

and the Supplier reserves the right, without liability or prejudice to its other rights to the Customer, to disable the Customer's access to any material that breaches the provisions of this clause.

2.4 The Customer shall not:

- a) except as may be allowed by any applicable law which is incapable of exclusion by agreement between the parties and except to the extent expressly permitted under this Contract: (i) attempt to copy, modify, duplicate, create derivative works from, frame, mirror, republish, download, display, transmit, or distribute all or any portion of the Software and/or Deliverables (as applicable) in any form or media or by any means; and (ii) attempt to de-compile, reverse compile, disassemble, reverse engineer or otherwise reduce to human- perceivable form all or any part of the Software;
- b) access all or any part of the Services and Deliverables in order to build a product or service which competes with the Services and/or the Deliverables; or
- c) use the Services and/or Deliverables to provide services to third parties; or
- d) except as expressly allowed under the Contract, license, sell, rent, lease, transfer, assign, distribute, display, disclose, or otherwise commercially exploit, or otherwise make the Services and/or Deliverables available to any third party except the Authorised Users, or
- e) attempt to obtain, or assist third parties in obtaining, access to the Services and/or Deliverables, other than as provided under this paragraph 1; and

2.5 The Customer shall use all reasonable endeavours to prevent any unauthorised access to, or use of, the Services and/or the Deliverables and, in the event of any such unauthorised access or use, promptly notify the Supplier.

- 2.6 The rights provided under this paragraph 1 are granted to the Customer only, and shall not be considered granted to any subsidiary or holding company of the Customer.
- 2.7 In the event that the Customer requires more Product Subscriptions, it shall contact the Supplier to purchase more Product Subscriptions for the Term

SCHEDULE 3 – PRICE LIST

This is an overview of the Services that may be provided by the Supplier. The Services to actually be provided by the Supplier under the Contract are as set out in the Order Form.

| | Free Plugin | Careers Site | Group Careers Site | Custom | Notes |
|--|-------------|----------------|--------------------|---------------|---|
| 1.0 LICENSE FEE (Direct Debit) | £0 | £495p/m | £995p/m | Custom | Price stated is Direct Debit price. Refer to Clause 9.2 |
| No. of Applications per month | 40 | Unlimited | Unlimited | Custom | Refer to Schedule 4, Fair Usage. For 'Free Plugin', upgrade to either £95p/m (<3 vacancies) or £195p/m (>3 vacancies) and unlock unlimited applications. |
| Population (optional) | NA | £595 | £995 | £995 | Refer to Schedule 4, Fair Usage |
| Country Folders | NA | | £495 | Custom | A geographical location specific websites that sits on the same domain as the main Company website |
| Create, edit and clone and web pages | NA | ✓ | ✓ | ✓ | Create pages from scratch or clone your prebuilt templates to have full control of your website structure. |
| Module Library | NA | ✓ | ✓ | ✓ | Library of pre-built content modules that can be added and rearranged on your pages for unlimited control |
| Full Publishing Control | NA | ✓ | ✓ | ✓ | Publish to a staging version of your website for previewing and sign-off before putting live. |
| Edit Revision History | NA | ✓ | ✓ | ✓ | Roll back changes to previous versions at a module level for full control |
| Form configuration | NA | ✓ | ✓ | ✓ | Add forms to pages and set the behaviour of who the information is sent to and how the user is redirect to thank you pages for full control of their user journey. |
| Form Data | NA | ✓ | ✓ | ✓ | Review form submission data and export it as CSV form |
| Image Gallery | NA | ✓ | ✓ | ✓ | Manage all your images for modules in one place |
| Image Optimisation | NA | ✓ | ✓ | ✓ | Auto compress large image size and convert to the efficient webP format to keep page load times fast. |
| Secure document hosting and linking | NA | ✓ | ✓ | ✓ | Upload PDFs and other documents to be linked from your site. |
| On Page SEO Helper Tool | NA | ✓ | ✓ | ✓ | Get hints and tips for each page to ensure its adhering to the best SEO standards for content and tagging. |
| Meta tags and SEO settings customization | NA | ✓ | ✓ | ✓ | Set meta tags and other SEO attributes such as canonical and no follow attributes per page. |
| URL Redirects | NA | ✓ | ✓ | ✓ | Set redirect rules for pages where the name of a page has changed or been deleted. |
| Blog Landing Page | NA | ✓ | ✓ | ✓ | |
| Create and edit different media types | NA | ✓ | ✓ | ✓ | Create and manage Blogs, Events, Insight, Downloads Video and Podcasts each with their own optimised templates |
| Text Editor for styling and formatting options | NA | ✓ | ✓ | ✓ | Leverage a robust text editor that offers extensive styling and formatting capabilities, allowing for meticulous content presentation. |
| Keyword Search | NA | ✓ | ✓ | ✓ | Facilitate content discovery with a keyword search feature, enabling efficient navigation to desired topics or information. |
| Category Pages | NA | ✓ | ✓ | ✓ | Enhance user navigation by organizing content into categories, streamlining access to materials and improving the overall experience with intuitive topic discovery. |
| Content Tagging | NA | ✓ | ✓ | ✓ | This facilitates a more user-friendly experience by enabling efficient search and discovery of related information based on user interest. |
| Smart Job Search | ✓ | ✓ | ✓ | ✓ | Implement an intelligent search functionality that intuitively understands job seekers' inputs, providing relevant job recommendations based keyword, location and filter inputs. |
| Integrations into new Partner | ✓ | £800 / Day | £800 / day | £800 / Day | API documentation to be reviewed and time quote will be submitted before any work carried out |
| Editable job vacancy listings | ✓ | ✓ | ✓ | ✓ | |
| Google for Jobs Set Up | ✓ | ✓ | ✓ | ✓ | Optimized for Google for Jobs, enhancing visibility in search results and increasing the chances of attracting top talent through this powerful job search engine. |
| Editable job vacancy listings | ✓ | ✓ | ✓ | ✓ | Effortlessly customize and update job postings to reflect your organization's needs, ensuring you attract top talent with up-to-date opportunities. |
| Application and CV management | ✓ | ✓ | ✓ | ✓ | Streamline recruitment with our centralized system for receiving applications and finding the perfect match quickly and efficiently. |
| GA4 (Google Analytics) Integration | ✓ | ✓ | ✓ | ✓ | |
| Security Updates | ✓ | ✓ | ✓ | ✓ | |
| New Features & Product Releases | ✓ | ✓ | ✓ | ✓ | |
| 3rd Party Cookie Banner: | NA | ✓ | ✓ | ✓ | Cookie consent is the legal requirement to obtain consent from website visitors before setting cookies on their devices. You are required to get cookie consent from your website visitors if your website uses cookies (all websites do) and your website is used by residents of a country with privacy regulations like the GDPR in place. |
| ReCAPTCHA | NA | ✓ | ✓ | ✓ | Subject to Fair Usage. Refer to Schedule 4 reCAPTCHA uses an advanced risk analysis engine and adaptive challenges to keep malicious software from engaging in abusive activities on your website. Meanwhile, legitimate users will be able to login, make purchases, view pages, or create accounts and fake users will be blocked. |
| Self Serve Population of Web Pages | NA | ✓ | ✓ | ✓ | The customer can without limit add pages to the website using the CMS |
| Commute Search | ✓ | ✓ | ✓ | ✓ | Inline with the fair usage this feature enables candidate to plot the commute distance |
| Map View | ✓ | ✓ | ✓ | ✓ | Inline with the fair usage this feature enables candidate to see where the vacancies are on the map |

SCHEDULE 4 – FAIR USAGE

| Services | Free Plugin | Careers & Group sites | Custom |
|-------------------------------|--|---|--------|
| No. of Applications per month | 40 | up to 1000 applications p/m | Custom |
| Azure, Scalable hosting | Up to 1,000 total page views per month | Up to 10,000 total page views per month | Custom |
| Map View | Up to 1,000 map loads | Up to 10,000 map loads | Custom |
| Commute Search | Up to 1,000 map loads | Up to 10,000 requests | Custom |

Fair Usage Policy

Our intent is for our user license pricing to cover standard features and usage as set out in the Terms & Conditions. Provided your usage is typical then there will be no additional fees outside of your monthly fee. However, we are required to implement fair usage policies to ensure that any unforeseen use case does not mean Venn incurs significant unexpected costs.

No of Applications per month: No of Applications per month refers to the number of job applications submitted through the Company site. Venn will review this data on a calendar quarter basis and inform the client if the number of applications is more than the prescribed number set out above. An additional cost of 5p per application will be applied and raised as a separate one-off invoice. The test period will restart from the 1st day of the next calendar quarter.

Azure Hosting: Azure hosting refers to the cost to host a Company website on our servers. Venn will review this data on a quarterly basis. If the client exceeds the thresholds set out above then an additional cost of £25 per 1,000 page views

Web pages for Go Live:

Your package includes the following standard pages, selected based on our expertise in creating career websites. These pages are designed to launch a fully functional website suited to your business size and within an appropriate project timeline. Once your site is live, you can create as many pages as needed using our content management system

| Count | Core Pages |
|-------|--------------|
| 1 | Homepage |
| 2 | About Us |
| 3 | Departments |
| 4 | Locations |
| 5 | Job Search |
| 6 | Job Listing |
| 7 | Blog Landing |
| 8 | Blog Listing |
| 9 | Contact Us |
| 10 | Legal |
| 11 | 404 |

ReCAPTCHA: reCAPTCHA uses an advanced risk analysis engine and adaptive challenges to keep malicious software from engaging in abusive activities on your website. Meanwhile, legitimate users will be able to login, make purchases, view pages, or create accounts and fake users will be blocked. The license fee covers up to 100,000 assessments per month. If a client exceeds 100,000 assessments for 3 consecutive calendar months then an additional cost of £50 per month will be applied going forward.

Map View:

Our Map View premium feature enables you to pinpoint your vacancies on a visual map. Users can see roles relevant to them on the map within a 100-metre radius of the job location. The licence fee covers up to 5,000 map loads per month. If a client exceeds 5,000 map loads per month then an additional cost of £25 per 1,000 map loads will be applied going forward

Commute Search:

Our Commute Search premium functionality allows users to search by transport mode and starting location, whether they walk, cycle, drive or take public transport. The licence fee covers up to 5,000 requests per month. If a client exceeds 5,000 requests per month then an additional cost of £25 per 1,000 requests will be applied going forward