



Standard Terms & Conditions

IVENTIS LIMITED'S SAAS SERVICES TERMS & CONDITIONS These Terms and Conditions apply to each Proposal signed by the Supplier and the Customer named in the Proposal.

Recitals

- A. The parties have agreed that the Supplier shall supply Services to the Customer pursuant to each Proposal entered into between the Supplier and the Customer, from time to time.
- B. The parties wish to set out in these Terms and Conditions the provisions under which the Services shall be provided to the Customer during the Term of the Agreement.

NOW IT IS AGREED AS FOLLOWS

1. Definitions

1.1 All terms in capitals used in the Agreement shall have the meaning given to them below.

Agreement: means these Terms and Conditions together with the Proposal, SLA, DPA and Privacy Policy.

Authorised Users: means employees, agents, consultants, independent contractors (including their employees, agents and independent contractors) of the Customer who are authorised by the Customer to use the Services, as further described in clause 2.

Business Day: means Monday to Friday excluding any national holiday in the UK.

Confidential Information: means any and all information in any form whatsoever relating to the Supplier or the Customer, or the business, prospective business, finances, technical process, computer software (both source code and object code) and IPRs of the Supplier or the Customer (as the case may be), or compilations of two or more items of such information, whether or not each individual item is in itself confidential, which comes into a party's possession as a result of this Agreement or provision of the Services, and which the party regards, or could reasonably be expected to regard, as confidential and any and all information which has been or may be derived or obtained from any such information.

Consequential Loss: means pure economic loss, special loss, loss of profits (whether indirect or direct), losses incurred by any third party, losses arising from business interruption, loss of business revenue, goodwill or anticipated savings, losses whether or not occurring in the normal course of business, costs of procuring substitute goods or product(s) or wasted management or staff time.

Customer: means the customer who orders the Services and signs the Proposal.

Customer Data: means all data imported into the Services 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.

DPA: means the data processing agreement of the Supplier, as amended from time to time.

Effective Date: the date on which the Customer signs the Proposal.

Fair Use: An average taken every 3 months of the Suppliers current customers' utilisation of data storage and bandwidth

Feedback: means feedback, innovations or suggestions created by the Customer or Authorised Users regarding the attributes, performance or features of the Services.

Fees: means all fees set out in the Proposal payable by the Customer to the Supplier during the Term, (after expiry of any Trial Period) for the Services provided pursuant to the Agreement;

Force Majeure: means anything outside the reasonable control of a party, including but not limited to acts of God, fire, storm, flood, earthquake, explosion, accident, acts of the public enemy, war, rebellion, insurrection, sabotage, epidemic, quarantine restriction, labour dispute, labour shortage, power shortage (including where the Supplier ceases to be entitled to access the Internet for whatever reason) transportation embargo, failure or delay in transportation, any act or omission (including laws, regulations, disapprovals or failure to approve) of any government or government agency.

IPRs: means all copyrights, patents, utility models, trademarks, service marks, registered designs, moral rights, design rights (whether registered or unregistered), technical information, know-how, database rights, semiconductor topography rights, business names and logos, computer data, generic rights, proprietary information rights and all other similar proprietary rights (and all applications and rights to apply for registration or protection of any of the foregoing) as may exist anywhere in the world.

Normal Business Hours: 9:00 am to 17:00pm local UK time, each Business Day.

Price List: means the standard price list of the Supplier, (as amended from time to time), the current version of which is set out in the Proposal.

Privacy Policy: means the privacy policy of the Supplier published at <https://www.iventis.com/your-privacy>, as amended from time to time.

Proposal: means the commercial document made available to the Customer by the Supplier via email which details the scope of services ordered by the Customer and the Fees payable under the Agreement.

Renewal Term: means a fixed period as per proposal.

Services: means the Software and hosting, support and maintenance services of the Supplier provided to the Customer under this Agreement via the Internet, as more particularly described in the Proposal.

Software: the online software applications, including any computer software programmes and updates thereto, provided by the Supplier as part of the Services.

Subscription Fees: means the subscription fees set out in the Proposal payable by the Customer to the Supplier for User Subscriptions to the Services during the Term.

Subscription Term: the initial fixed subscription term set out in the Proposal.

SLA: means the Supplier's service level agreement (as amended from time to time), the current version of which is set out in Annex 1.

Supplier: means the supplier of the Services who signs the Proposal.

Term: means the Trial Period, the Subscription Term and any Renewal Term(s) together, as applicable.

Terms and Conditions: means these terms and conditions.

Trial Period: means any free trial period on www.iventis.com .

User Subscriptions: means the user subscriptions purchased by the Customer pursuant to clause 9.1.

Virus: means any thing or device (including any software, code, file or programme) which may: prevent, impair or otherwise adversely affect the operation of any computer software, hardware or network, any telecommunications service, equipment or network or any other service or device; prevent, impair or otherwise adversely affect access to or the operation of any programme or data, including the reliability of any programme or data (whether by re-arranging, altering or erasing the programme or data in whole or part or otherwise); or adversely affect the user experience, including worms, trojan horses, viruses and other similar things or devices.

1.2 A person includes an individual, corporate, or unincorporated body (whether or not having separate legal personality) and that person's legal and personal representatives, successors or permitted assigns.

1.3 Unless the context otherwise requires, words in the singular shall include the plural and, in the plural, shall include the singular.

1.4 A reference to a statute or statutory provision is a reference to it as it is in force as at the date of this Agreement, and

shall include all subordinate legislation made as at the date of this Agreement under that statute or statutory provision.

1.5 A reference to writing or written includes e-mail.

2. Licence to use the Services

2.1 Subject to the Customer paying any applicable Subscription Fees, the Customer is granted a non-exclusive, non-transferable licence, to permit the Authorised Users to use the Services (including any associated IPRs and confidential Information of the Supplier) from the Effective Date for the Term solely for the Customer's internal business operations. Such licence permits the Customer to make cache copies of software or other information necessary for the Customer to receive the Services via the Internet. Where open-source software is used as part of the Services, such software use by the Customer will be subject to the terms of the open-source licences. No additional implied rights are granted beyond those specifically mentioned in this clause.

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

- (a) the maximum number of Authorised Users that it authorises to access and use the Services shall not exceed the number of User Subscriptions;
- (b) the Services shall be used for the planning and delivery of the project named in the Proposal exclusively;
- (c) no User Subscription shall 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;
- (d) each Authorised User shall keep a secure, confidential password for their use of the Services;
- (e) Authorised Users, who share email addresses shall not share logins or permit more than one Authorised User to login to use the Services via the same email;
- (f) it shall permit the Supplier to audit the Services in order to establish the name and password of each Authorised User, at the Supplier's expense, with reasonable prior notice; and
- (g) if any of the audits referred to in clause 2.2(f) 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.
- (h) Unlimited Viewer links are not to be shared with the general public

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 is unlawful or causes damage or injury.

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 Agreement:
 - (i) attempt to copy, modify, duplicate, create derivative works from, frame, mirror, republish, download, display, transmit, or distribute all or any portion of the Services in any form or media or by any means; or
 - (ii) attempt to de-compile, reverse compile, disassemble, reverse engineer or otherwise reduce to human-perceivable form all or any part of the Services; or
- (b) access all or any part of the Services in order to build a product or service which competes with the Services; or

- (c) license, sell, rent, lease, transfer, assign, distribute, display, disclose, or otherwise commercially exploit, or otherwise make the Services available to any third party except the Authorised Users, or
 - (d) attempt to obtain, or assist third parties in obtaining, access to the Services, other than as provided under this clause
- 2.5 The Customer shall use all reasonable endeavours to prevent any unauthorised access to, or use of, the Services and, in the event of any such unauthorised access or use, promptly notify the Supplier.
- 2.6 The rights provided under this clause are granted to the Customer only and shall not be considered granted to any subsidiary or holding company of the Customer.
- 2.7 Nothing in this Agreement shall be construed to mean, by inference or otherwise, that the Customer has any right to obtain source code for the Software comprised within the Services.
- 2.8 The Supplier reserves the right to electronically monitor the Customer's use of the Services.
- 2.9 The Supplier may suspend access to the Services, or portion thereof, at any time, if in the Supplier's sole reasonable discretion, the integrity or security of the Services is in danger of being compromised by acts of the Customer or Authorised Users. The Supplier shall give the Customer 24 hours written notice, before suspending access to the Services, giving specific details of its reasons.
- 2.10 The Customer is solely responsible for the planning and execution of their event.
- 2.11 The Customer is responsible for obtaining permission for the copyright of any Icons or data they import into The Suppliers software.

3. Provision of the Services

- 3.1 The Customer engages the Supplier, and the Supplier shall from the Effective Date provide the Services to the Customer on and subject to the terms of this Agreement for the Term.
- 3.2 The Supplier shall use commercially reasonable endeavours to make the Services available 24 hours a day, seven days a week, except for:
 - (a) planned maintenance carried out during the maintenance window of 20:00 pm to 6.00 am UK time;
 - (b) unscheduled maintenance performed outside Normal Business Hours, provided that the Supplier has used reasonable endeavours to give the Customer at least six Normal Business Hours' prior notice;
 - (c) Force Majeure.

3.3 Subject to payment of the Subscription Fees, the Supplier shall provide the standard customer support services set out in the SLA, during Normal Business Hours. Described in Annex 1.

4. Customer Data

4.1 The Customer shall own all right, title and interest in and to all of the Customer Data and its pre-existing IPRs and shall have sole responsibility for the legality, reliability, integrity, accuracy and quality of the Customer Data.

4.2 The Customer grants the Supplier a non-exclusive, licence to use Customer Data, Customer IPRs and any third party owned item from the Effective Date for the Term to the extent required for the provision of the Services.

5. Data protection

5.1 Each party undertakes to comply with its obligations under relevant applicable data protection laws, principles and agreements.

5.2 To the extent that personal data is processed when the Customer or Authorised Users use the Services, the parties acknowledge that the Supplier is a data processor, and the Customer is a data controller.

5.3 The parties shall comply with their respective obligations under the terms of the DPA.

5.4 If a third party alleges infringement of its data protection rights, the Supplier shall be entitled to take measures necessary to prevent the infringement of a third party's rights from continuing.

5.5 Where the Supplier collects and processes personal data of the Customer, as a data controller, when providing the Services to the Customer, such collection and processing shall be in accordance with the Privacy Policy.

Third party providers

5.6 The Customer acknowledges that use of the Services may enable or assist the Customer 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 or Authorised Users, with any such third party. Any contract entered into, and any transaction completed via any third-party website is between the Customer or Authorised User and the relevant third party, and not the Supplier. The Supplier recommends that the Customer and each Authorised User 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.

6. Supplier's Warranties

6.1 The Supplier warrants and represents that:

- (a) the Services will be performed substantially in accordance with the Proposal and the SLA and with reasonable skill and care; and
- (b) it has the right to licence the Services to the Customer; and
- (c) . it has and will maintain all necessary licences, consents, and permissions necessary for the performance of its obligations under this Agreement

6.2 The warranty in clause 6.1 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 warranty, the 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 warranty set out in clause 6.1. Notwithstanding the foregoing, the Supplier does not warrant or represent that:

- (a) the Customer's use of the Services will be uninterrupted or error-free; or
- (b) the Customer can achieve by using the Services; or
- (c) the Services and/or the information obtained by the Customer through the Services will meet the Customer's requirements.

6.3 The Supplier 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 not controlled by the Supplier or its sub-contractors, and the Customer acknowledges that the Services and may be subject to limitations, delays and other problems inherent in the use of such communications facilities.

6.4 All third-party content or information provided by the Supplier via the Services, for example prices is provided "as is". The Supplier provides no warranties in relation to such content or information and shall have no liability whatsoever to the Customer for its use or reliance upon such content or information.

6.5 Except as expressly stated in this Agreement, all warranties and conditions, whether express or implied by statute, common law or otherwise (including but not limited to satisfactory quality and fitness for purpose) are excluded to the fullest extent permitted by law.

7. Customer's Warranties

7.1 The Customer warrants and represents that it shall:

- (a) provide the Supplier with:
 - (i) all necessary co-operation in relation to this Agreement; and
 - (ii) all necessary access to such information as may be required by the Supplier;in order to provide the Services, including but not limited to Customer Data, security access information and configuration services;
- (b) it rightfully owns the necessary user rights, copyrights and ancillary copyrights and permits required for it to fulfil its obligations under this Agreement;
- (c) comply with all applicable laws and regulations with respect to its activities under this Agreement;
- (d) carry out all other Customer responsibilities set out in this Agreement 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;
- (e) ensure that the Authorised Users use the Services in accordance with the terms of this agreement and shall be responsible for any Authorised User's breach of this Agreement;
- (f) obtain and shall maintain all necessary licences, consents, and permissions necessary for the Supplier, its contractors and agents to perform their obligations under this Agreement, including without limitation the Services;
- (g) ensure that its network and systems comply with the relevant specifications provided by the Supplier from time to time;
- (h) be solely responsible for procuring and maintaining 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;
- (i) and Authorised Users shall treat any identification, password or username or other security device for use of the Services with due diligence and care and take all necessary steps to ensure that they are kept confidential, secure and are used properly and are not disclosed to unauthorised persons. Any breach of the above shall be immediately notified to the Supplier in writing.

8. Fees, invoicing and payment

8.1 The Supplier shall invoice the Customer the Fees set out in the Proposal.

- 8.2 Additional User Subscriptions may be purchased by the Customer at the sole discretion of the Supplier.
- 8.3 On the Effective Date the Customer shall provide the Supplier with approved purchase order information acceptable to the Supplier and any other relevant valid, up-to-date and complete contact and billing details to enable the Supplier to issue invoices.
- 8.4 The Supplier shall invoice the Customer:
- (i) as per the agreed terms in the proposal.
 - (ii)
- 8.5 The Customer shall pay each invoice within 30 days of the date of each invoice.
- 8.6 If the Supplier has not received payment of any Fees within 30 days after the due date, and without prejudice to any other rights and remedies of the Supplier:
- (a) the Supplier may, without liability to the Customer, disable the Customer's password, account and access to all or part of the Services and the Supplier shall be under no obligation to provide any or all of the Services while the invoice(s) concerned remain unpaid; and
 - (b) interest shall accrue on a daily basis on such due amounts at in the applicable statutory rate, commencing on the due date and continuing until fully paid, whether before or after judgment; and
 - (c) The Supplier reserves the right to recover any costs and reasonable legal fees it incurs in recovering overdue payments; and
 - (d) Delete all customer data after a period of 3 months.
- 8.7 All Fees charged under this Agreement:
- (a) shall be payable in pounds sterling;
 - (b) are, subject to clause 12.3(b), non-cancellable and non-refundable;
 - (c) are exclusive of value added tax, which shall be added to the Supplier's invoice(s) at the appropriate rate.
- 8.8 If, at any time whilst using the Services, the Customer exceeds the Suppliers' fair use policy of data storage and bandwidth, the Supplier has the right to notify the Customer of any additional fees they may incur
- 8.9 All requests for additional services made outside of the tier the Customer has subscribed to, will be charged at the professional services rates set out in Annex 2.

9. Intellectual Proprietary Rights

- 9.1 All IPR and title to the Services (save to the extent these incorporate any Customer Data, Customer IPRs or third party owned item) shall remain with the Supplier and/or its licensors and subcontractors. No interest or ownership in the Services, Supplier IPRs or otherwise is transferred to the Customer under this Agreement
- 9.2 The Customer is not allowed to remove any proprietary marks or copyright notices from the Services.
- 9.3 The Customer grants the Supplier a non-exclusive, non-transferable, revocable licence to display the Customer's name, logo and trademarks, as designated and/or amended by the Customer from time to time and as required in the creation of correspondence, documentation and website front ends in the provision of the Services.
- 9.4 The Customer assigns all rights, title and interest in any Feedback to the Supplier. If for any reason such assignment is ineffective, the Customer shall grant the Supplier a non-exclusive, perpetual, irrevocable, royalty free, worldwide right and licence to use, reproduce, disclose, sub-licence, distribute, modify and exploit such Feedback without restriction.
- 9.5 The Supplier may take and maintain technical precautions to protect the Services from improper or unauthorised use, distribution or copying.

10. Confidentiality

- 10.1 Each party may be given access to Confidential Information from the other party in order to perform its obligations under this Agreement. A party's Confidential Information shall not be deemed to include information that:
- (a) is or becomes publicly known other than through any act or omission of the receiving party;
 - (b) was in the other party's lawful possession before the disclosure;
 - (c) is lawfully disclosed to the receiving party by a third party without restriction on disclosure;
or
 - (d) is independently developed by the receiving party, which independent development can be shown by written evidence.
- 10.2 Subject to **clause 11.4**, each party shall hold the other's Confidential Information in confidence and not make the other's Confidential Information available to any third party or use the other's Confidential Information for any purpose other than the for the purpose of using or providing the Services.

- 10.3 Each party may disclose the Confidential Information of the other party to those of its employees and agents who need to know the Confidential Information for the purposes of this Agreement, but only if the employee or agent is bound by confidentiality undertakings equivalent to those set out in this Agreement.
- 10.4 A party may disclose Confidential Information to the extent such Confidential Information is required to be disclosed by law, by any governmental or other regulatory authority or by a court or other authority of competent jurisdiction, provided that, to the extent it is legally permitted to do so, it gives the other party as much notice of such disclosure as possible and, where notice of disclosure is not prohibited and is given in accordance with *this* clause 11.4, it takes into account the reasonable requests of the other party in relation to the content of such disclosure.
- 10.5 The Customer acknowledges that details of the Services, and the results of any performance tests of the Services, constitute the Supplier's Confidential Information.
- 10.6 The Supplier acknowledges that the Customer Data is the Confidential Information of the Customer.
- 10.7 Both parties agree to return (or destroy) all documents, materials or data containing Confidential Information to the disclosing party without delay upon completion of the Services or termination or expiry of this Agreement.
- 10.8 The above provisions of this clause 10 shall survive termination of this Agreement, however arising.

11. Indemnity

- 11.1 The Customer shall defend, indemnify, and hold harmless the Supplier its officers, directors and employees from and against any losses, liabilities, damages, expenses and costs (including without limitation court costs and reasonable legal fees) arising from any claim relating to or resulting directly or indirectly from:
- (a) Any claim that uses by the Supplier of any Customer Data, content or data supplied by the Customer or an Authorised User, or Customer IPRs, in accordance with the terms of this Agreement, breaches a third party's IPRs; or
 - (b) Any breach of the Customer's obligations under data protection law or regulations or the terms of the DPA; or
 - (c) Any access to or use of the Services by an Authorised User or a third party; or
 - (d) Any breach of the terms of this Agreement by an Authorised User

provided that:

- (e) the Customer is given prompt notice of any such claim;
- (f) the Supplier provides reasonable co-operation to the Customer in the defence and settlement of such claim, at the Customer's expense; and

- (g) the Customer is given sole authority to defend or settle the claim.
- 11.2 The Supplier shall at its own expense, defend or at its own option settle and claim brought against the Customer, its officers, directors and employees against by a third party that use of the Services infringes its IPRs (excluding any claim deriving from any Customer or Authorised User provided item or Customer Data) and shall pay any final judgment entered against the Customer on such issue or any settlement thereof, provided that:
 - (a) the Supplier is given prompt notice of any such claim;
 - (b) the Customer provides reasonable co-operation to the Supplier in the defence and settlement of such claim, at the Supplier's expense; and
 - (c) the Supplier is given sole authority to defend or settle the claim.
- 11.3 In the defence or settlement of any claim, the Supplier may procure the right for the Customer to continue using the Services, replace or modify the Services so that they become non-infringing or, if such remedies are not reasonably available, terminate this Agreement on 2 Business Days' notice to the Customer without any additional liability or obligation to pay any damages or other additional costs to the Customer.
- 11.4 In no event shall the Supplier, its employees, agents and sub-contractors be liable to the Customer to the extent that the alleged infringement is based on:
 - (a) a modification of the Services by anyone other than the Supplier; or
 - (b) the Customer's use of the Services in breach of the terms of this Agreement; or
 - (c) the combination, operation or use of the Services with other services or software not provided by the Supplier if such infringement would have been avoided in the absence of such combination, operation or use; or
 - (d) the Customer's use of the Services after notice of the alleged or actual infringement from the Supplier or any appropriate authority.
- 11.5 The foregoing and clause 13.5b states the Customer's sole and exclusive rights and remedies, and the Supplier's (including the Supplier's employees', agents' and sub-contractors') entire obligations and liability, for any claims made under these clauses.

12. Limitation of liability

- 12.1 Except as expressly and specifically provided in this Agreement:
 - (a) the Customer assumes sole responsibility for results obtained from the use of the Services and the Proposal by the Customer, and for conclusions drawn from such use. The Supplier shall have no liability for any damage caused by errors or omissions in any information, instructions or scripts provided to the Supplier by the Customer in connection with the Services, or any actions taken by the Supplier at the Customer's direction;

- (b) all warranties, representations, conditions and all other terms of any kind whatsoever implied by statute or common law are, to the fullest extent permitted by applicable law, excluded from this Agreement; and

12.2 Nothing in this Agreement excludes the liability of the Supplier:

- (a) for death or personal injury caused by the Supplier's negligence; or
- (b) for fraud or fraudulent misrepresentation; or
- (c) for anything for which the Supplier cannot lawfully exclude or limit its liability.

12.3 Subject to clause 12.1 and clause 12.2:

- (a) the Supplier shall not be liable whether in tort (including for negligence or breach of statutory duty), contract, misrepresentation, restitution or otherwise for any Consequential Loss however arising under this Agreement, even if the party was advised of the possibility of such damages; and
- (b) the Supplier's total aggregate liability in contract (including all indemnities), tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise, arising in connection with the performance or contemplated performance of this Agreement shall be limited to the total Fees paid during the 12 months immediately preceding the date on which the claim arose. If the duration of the Agreement has been less than 12 months, such shorter period shall apply.

12.4 The Customer shall be liable for any breaches of this Agreement caused by the acts, omissions or negligence of any Authorised Users who access the Services as if such acts, omissions or negligence had been committed by the Customer itself.

13. Term and termination

13.1 This Agreement shall commence on the Effective Date.

13.2 Where a Trial Period has been agreed, the Agreement shall automatically continue at the end of the Trial Period for the Subscription Term, unless the Customer terminates the Agreement upon giving written notice to the Supplier prior to the expiry of the Trial Period.

13.3 Where no Trial Period is agreed the Agreement shall continue for the Subscription Term.

13.4 On the expiry of the Subscription Term, this Agreement shall automatically renew for successive **Renewal Terms** and continue until either party terminates the Agreement by giving the other at least 30 days' notice in writing prior to the start of a Renewal Term. Neither party may terminate the Agreement without cause during the Subscription Term.

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

- (a) the other party fails to pay any amount due under this Agreement on the due date for payment and remains in default not less than 7 days after being notified in writing to make such payment;
- (b) the other party commits a material breach of any other term of this Agreement which breach is irremediable or (if such breach is remediable) fails to remedy that breach within a period of 30 days after being notified in writing to do so;
- (c) the other party repeatedly breaches any of the terms of this Agreement in such a manner as to reasonably justify the opinion that its conduct is inconsistent with it having the intention or ability to give effect to the terms of this Agreement;
- (d) 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 is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986;
- (e) 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 its creditors 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;
- (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 that other party 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 if a notice of intention to appoint an administrator is given or if an administrator is appointed, over the other party;
- (h) the holder of a qualifying floating charge over the assets of that other party has become entitled to appoint or has appointed an administrative receiver;
- (i) a person becomes entitled to appoint a receiver over the assets of the other party or a receiver is appointed over 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 13.5(d) to clause 13.5(j) (inclusive); or

- (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) a Force Majeure event lasts more than 28 days.

13.6 On termination of this Agreement for any reason:

- (a) all licences granted under this Agreement shall immediately terminate and the Customer shall immediately cease all use of the Services;
- (b) each party shall return and make no further use of any equipment, property, and other items (and all copies of them) belonging to the other party;
- (c) the Supplier shall at the choice of the Customer, upon receipt of a written request received within 30 days of the date of termination, delete or return Customer Data stored in the Supplier's database in a common machine-readable format, free of charge. If the Customer requires any Customer Data to be returned in a different format the Supplier reserves the right to charge for this additional service on a Time and Materials Basis; and
- (d) any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination, including the right to claim damages in respect of any breach of the agreement which existed at or before the date of termination shall not be affected or prejudiced.

14. Force Majeure

- 14.1 Except with respect to the Customer's obligation to pay the Fees, if a party is wholly or partially unable to comply with its obligations under this Agreement due to Force Majeure, then that party's obligation to perform in accordance with this Agreement will be suspended for the duration of the Force Majeure. As soon as practicable after an event of Force Majeure arises, the party affected by Force Majeure must notify the other party of the extent to which the notifying party is unable to perform its obligations under the Agreement.

15. Conflict

- 15.1 If there is an inconsistency between any of the terms of this Agreement, the Proposal shall prevail followed by the Terms and Conditions, the SLA, the DPA and then the Privacy Policy.

16. Variation

- 16.1 Amendments to this Agreement, shall be made in writing and signed by the parties. Notwithstanding the aforesaid, the Supplier may change or modify the terms of this Agreement in order to comply with a change in applicable law, upon giving the Customer 30 days' notice via email. All changes shall be deemed to have been accepted by the Customer unless the Customer terminates the Agreement prior to the expiry of the 30-day period.

17. Waiver

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

18. Rights and remedies

18.1 Except as expressly provided in this Agreement, the rights and remedies provided under this Agreement are in addition to, and not exclusive of, any rights or remedies provided by law.

19. Severance

19.1 If any provision (or part of a provision) of this Agreement is found by any court or administrative body of competent jurisdiction to be invalid, unenforceable or illegal, the other provisions shall remain in force.

19.2 If any invalid, unenforceable or illegal provision would be valid, enforceable or legal if some part of it were deleted, the provision shall apply with whatever modification is necessary to give effect to the commercial intention of the parties.

20. Entire agreement

20.1 This Agreement constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.

20.2 Each party acknowledges that in entering into this Agreement it does not rely on, and shall have no remedies in respect of, any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this Agreement.

20.3 Each party agrees that it shall have no claim for innocent or negligent misrepresentation based on any statement in this Agreement.

21. Assignment

21.1 The Customer shall not, without the prior written consent of the Supplier, assign, transfer, charge, sub-contract or deal in any other manner with all or any of its rights or obligations under this Agreement.

21.2 The Supplier may at any time assign, transfer, charge, sub-contract or deal in any other manner with all or any of its rights or obligations under this Agreement.

22. No partnership or agency

- 22.1 Nothing in this Agreement is intended to or shall operate to create a partnership between the parties, or authorise either party to act as agent for the other, and neither party shall have the authority to act in the name or on behalf of or otherwise to bind the other in any way (including, but not limited to, the making of any representation or warranty, the assumption of any obligation or liability and the exercise of any right or power).
- 22.2 Neither party shall make any public statement, press release or other announcement relating to the terms or existence of this Agreement, or the business relationship of the parties, without the prior written consent of the other party. Notwithstanding the aforesaid the Supplier may use the Customer's name and trademarks (logo only) to list the Customer as a client of the Supplier on its website and in other marketing materials and information, provided that the Customer is a paying Customer of the Supplier.

23. Third party rights

- 23.1 This Agreement does not confer any rights on any person or party (other than the parties to this Agreement and, where applicable, their successors and permitted assigns) pursuant to the Contracts (Rights of Third Parties) Act 1999.

24. Notices

- 24.1 Any notice required to be given under this Agreement shall be in writing and shall be delivered by hand or sent by pre-paid first-class post or recorded delivery post to the other party at its address set out in this Agreement, or such other address as may have been notified by that party for such purposes or sent by email to the other party's email address used for invoicing purposes.
- 24.2 A notice delivered by hand shall be deemed to have been received when delivered (or if delivery is not in business hours, at 9 am on the first business day following delivery). A correctly addressed notice sent by pre-paid first-class post or recorded delivery post shall be deemed to have been received at the time at which it would have been delivered in the normal course of post. A notice sent by email shall be deemed to have been received at the time of transmission.

25. Governing law

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

26. Jurisdiction

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

Annex 1 – Service Level Agreements

	Starter	Professional Standard	Professional Enhanced	Premium Standard	Premium Enhanced	Enterprise
Customer Support						
Knowledge Base	Yes	Yes	Yes	Yes	Yes	Yes
CAD Self Upload Webinar		Yes	Yes	Yes	Yes	Yes
Customer Success Team		Yes	Yes	Yes	Yes	Yes
1 Training Session		Yes	Yes			
2 Training Sessions				Yes	Yes	Yes
Bespoke Training Solution		Yes*	Yes*	Yes*	Yes*	Yes
onsite Account Management Visit						Yes
Remote Account Management visit				Yes	Yes	Yes
Technical Support						
UK Office Hours	Yes	Yes	Yes	Yes	Yes	Yes
US Office Hours						
Middle East Hours						Yes
24/7 Support						Yes
Turnaround Times Services						
CAD and 3D Model Importing Service		Up to 72 hours	Up to 72 hours	Up to 72 hours	Up to 72 hours	Up to 72 hours
Free Training Sessions		w/in 5 days	w/in 5 days	w/in 5 days	w/in 5 days	
Paid for sessions		w/in 5 days	w/in 5 days	w/in 5 days	w/in 5 days	
*Paid for extra						

Annex 2 – Iventis Rate Card

Professional Services

		Rate Card	
Product	Description	Remote	Onsite
3D Model	Charged per day (7.5 hours)	£1,000	n/a
Cartographic Services	Charged per day (7.5 hours)	£650	£780
Consultancy	Charged per day (7.5 hours)	£750	£900
Dedicated Hosting Maintenance	Charged per day (7.5 hours)	£2,000	n/a
Integrations	Charged per day (7.5 hours)	£750	n/a
SAML SSO Configuration	Charged per day (7.5 hours)	£1,000	n/a
Software Development (Remote)	Charged per day (7.5 hours)	£1,000	n/a
Managed Services & Support	Charged per day (7.5 hours)	£650	£780
Administrator Training (Up to 4 people)	Charged per day (7.5 hours)	£750	£900
Standard User Training (Up to 10 people)	Charged per day (7.5 hours)	£750	£900

All costs quotes are exclusive of UK VAT @ 20%

Project expenses such as travel, accommodation, and reasonable subsistence will be invoiced back at rate cost.