These Key Commercial Terms, together with the OscarOnline Terms and Conditions and the Data Processing Policy (as defined below) form the entire agreement between the Customer set out in the Order Confirmation and OscarOnline Limited (registered in England & Wales with no. 09764642) (**"Agreement"**).

Customer

The Company or other type of business identified in the Order Confirmation

Term

Commencement Date	The date identified as such in the Order Confirmation	**Licence Period**	The period identified as the Minimum Term in the Order Confirmation
		Notice Period	3 Months

Services

The Order Confirmation	The document titled Order Confirmation which references these Terms and Conditions
Service Description	The modules as described in the Order Confirmation and in more detail in The Specification
The Specification	The specification found at www.oscaronline.biz/docs/oo_specification.v.1.1
Service Hours	The Services will be available for the Customer to connect to and use 24 hours per day, 7 days per week; with the exception of customer services, which will be available to the customer between the hours of 08:30am and 17:00pm Monday through Friday excluding UK Public Holidays and the period between Christmas and New Year. Times specified are UK local Times (i.e. in summer these will be BST and not GMT). No services will be provided outside these hours unless otherwise agreed in writing.
Service Availability	The Services will be available to the Customer for a minimum of 95% of the Service Hours. The percentage of online availability will be calculated on a Monthly basis, and will be a reflection of the availability of the Services over the total number of "Service Hours" for the Month. Service Availability excludes planned Service Outages

Planned Outages & Service Interruptions	Housekeeping tasks
	    Housekeeping tasks will be performed between the hours of 18:00pm and 06:00am. A typical outage due to housekeeping will last no longer than 30 seconds. A longer outage may occur if a server restart is required, which would typically take no more than 5 minutes.
	System Operating System Patches & Upgrades
	    System operating system patches and upgrades will only be applied to the System, should they be required to ensure continued support by the operating system vendor. Operating system patches and upgrades will be applied between the hours of 18:00pm and 06:00am

Backups	A backup of all data stored in the Software will be taken daily, or more frequently, and a copy of the backup stored offsite.
Recovery times for Solution Failures	Complete Solution Failure - where it is necessary to completely re-build the server, backups will be restored to an alternative server until repairs can be fully completed. Restoration to an alternative server will take between 4 and 8 hours of the fault being first fully reported to OscarOnline to complete depending on the size of the customer data and network conditions. Solution failure - where a single element can be replaced with a functioning one, without the need to re-boot the System - within 2 hours of the fault being first fully reported to OscarOnline.
Support Details	See www.oscaronline.biz for the current contact details. The level of support purchased by the Customer will be indicated in the Order Confirmation and the extent of support will be detailed in the accompanying documentation.
Setup Services	The OscarOnline system will be provisioned and a login created at no extra charge. The Customer has the option to purchase additional setup assistance and such a purchase will be indicated in the Order Confirmation and the extent of the setup services will be detailed in the accompanying documentation
Support Hours	Available to accept, and work on support requests received from the Customer between the hours of 08:30am and 17:00pm Monday through Friday excluding UK Public Holidays and the period between Christmas and New Year. Times specified are UK local Times (i.e. in summer these will be BST and not GMT). No services will be provided outside these hours unless otherwise agreed in writing.

Authorised Users

User Subscriptions	The number of user subscriptions purchased is shown in the Order Confirmation

Charges and Service Credits

Charges	As shown in the Order Confirmation
Usage Limits	As indicated in the Order Confirmation, Specification or other documentation referenced in the Order Confirmation
Excess Use Charges	As indicated in the Order Confirmation, Specification or other documentation referenced in the Order Confirmation
API Access	As indicated in the Order Confirmation, Specification or other documentation referenced in the Order Confirmation
API Usage Limits	As indicated in the Order Confirmation, Specification or other documentation referenced in the Order Confirmation
Service Credits	Failure to sustain 95% availability - 5% of the Monthly fee will be credited from the following Month's charges. For each failure to recover from a "Total Solution Failure" within 24 hours, 5% of the Monthly fee will be credited from the following Month's charges.
Data Integrity and Readability Check Fee	£600

Customer Dependencies

Customer equipment specifications	All connecting computers require and up to date version of Mozilla Firefox, Google Chrome, or Microsoft Edge web browsers with Acrobat Reader plug-in. Some marketing and communication features require word processing software capable of reading Microsoft Word 2007 Xml documents. All connected computers should have broadband connection to the Internet.

These terms and conditions (as amended under condition 14) (**"Conditions"**) govern the supply of the modular CRM and accounting solution known as "OscarOnline" by OscarOnline Limited, registered in England & Wales with no. 09764642 (**"OscarOnline"**) to the Customer set out in the key commercial terms to which these Conditions are attached (**"Key Commercial Terms"**). These Conditions apply to the exclusion of any other terms that the Customer seeks to impose, or which are implied by trade, custom, practice or course of dealing.

Note particularly condition 7 (Indemnities/Limitation of Liability) and condition 9 (Suspension & Termination)

1. **INTERPRETATION**

    1.1. In these Conditions: (i) **person** includes a natural person/corporate/unincorporated body; (ii) a reference to OscarOnline/Customer includes its personal representatives/successors/ permitted assigns; (iii) a reference to a statute or statutory provision is a reference to such statute/statutory provision as amended or re-enacted & includes any subordinate legislation; (iv) any phrase introduced by the terms **including**/**include** shall be illustrative & shall not limit the sense of the preceding words; (v) a reference to **writing**/**written** includes e-mails but not faxes; (vi) in the event of any conflict between these conditions 1 to 23 and the Key Commercial Terms, these conditions shall prevail; and (vi) the following definitions apply:

"Act of Default": any of the following: (i) the Customer fails to pay any moneys due to OscarOnline under the Agreement (or otherwise due from the Customer (or any of its Affiliates) to OscarOnline (or any of its Affiliates)) within 30 days of the due date; (ii) a party commits any material breach of any term of these Conditions (other than one falling under (i) above) and which, in the case of a breach capable of being remedied, is not remedied within 30 days of a written request by the other party to remedy the same; or (iii) an Insolvency Event occurs in respect of the other party.

"Additional Services": additional services which OscarOnline may agree to provide such as bespoke development of the Solution, training, data loading and/or premium support.

"Affiliate": each and any subsidiary or holding company of a party and each and any subsidiary of a holding company of a party. The terms **"holding company"** and **"subsidiary"** shall be construed in accordance with section 1159 of the Companies Act 2006.

"Agreement": as set out in the Key Commercial Terms.

"API": as defined in condition 2.4.1.

"API Usage Limits": as set out in the Key Commercial Terms.

"Applicable Law": the laws of England and Wales and any other mandatory laws, regulations, regulatory policies, guidelines and industry codes which apply to the supply of the Services.

"Authorised Users": those employees, agents and independent contractors of the Customer who are authorised by the Customer to use the applicable Modules (and the Documentation), as further described in condition 3.2.

"Bespoke Development": any development to the Services or the Solution specifically requested by the Customer, which is implemented by OscarOnline.

"Business Day": Monday to Friday, excluding any public holidays in England and Wales.

"Charges": the fee or fees as described in the Key Commercial Terms which covers the provision of the Services for the Initial Period.

"Commencement Date": as set out in the Key Commercial Terms.

"Customer Cause": an act or omission of the Customer or any of its suppliers or contractors which causes the Solution to become unavailable or which prevents the Customer from accessing the Solution or receiving the Services, including any failure of the Customer's Equipment or the telecommunications system between the Customer and its provider.

"Customer Data": all data inputted onto the Solution by Customer, derived from the data inputted by the Customer pursuant to the performance of the Services and held in the Solution.

"**Data Protection Law**": all applicable legislation protecting the fundamental rights and freedoms of individuals in relation to their personal data and right to privacy as applicable to OscarOnline, the Customer, and/or the Services, (including the GDPR and/or any corresponding or equivalent national laws or regulations in the United Kingdom) as amended and updated from time to time.

"**Data Processing Policy**": the policy governing the storage, processing and transfer of personal data (if any) to OscarOnline by the Customer as part of the Services located at https://www.oscaronline.biz/docs/data-protection/OscarOnline-Data-Protection-Policy-v-2.0.pdf and as amended by OscarOnline upon written notice to the Customer from time to time.

"Customer Equipment": the hardware and software which the Customer uses to access the Solution.

"Documentation": the documents made available to the Customer by OscarOnline via www.oscaronline.biz/docs/userdocs or such other web address notified by OscarOnline to the Customer from time to time which sets out a description of the Services and the user instructions for the Services.

"Downtime": a period within the Service Hours during which the Solution Services are Unavailable.

"Force Majeure Event": an event beyond the reasonable control of OscarOnline including strikes/other industrial disputes, failure of utility service/transport network, act of God/fire/flood/storm, war/riot/civil commotion, malicious damage, compliance with law/governmental rule/direction, accident, breakdown of machinery, or default of suppliers/subcontractors, including any act or omission of a third party which causes the Solution to become unavailable or which prevents the Customer from accessing the Solution or receiving the Services, including any failure of the telecommunications system between OscarOnline and its provider or the telecommunications systems between providers, or availability of the internet generally.

 "Harmful Code": viruses, trojan horses, worms, time-bombs, keystroke loggers, spyware, adware or any other harmful programs or similar computer code designed to adversely affect the operation of any computer software or hardware.

"Insolvency Event": (a) the Customer suspends/threatens to suspend payment of its debts/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 under section 123 of the Insolvency Act 1986 or is deemed either unable to pay its debts or as having no reasonable prospect of so doing within the meaning of section 268 of the Insolvency Act 1986 or (if a partnership) has any partner to whom any of the above applies; (b) the Customer starts negotiations with all/any class of its creditors with a view to rescheduling any of its debts, or makes a proposal for/enters into any arrangement with its creditors; (c) a petition is filed, a notice is given, a resolution is passed, or an order is made, for/in connection with the winding up of the Customer; (d) the Customer is the subject of a bankruptcy petition/order; (e) a creditor/encumbrancer of the Customer attaches or takes possession of, or a distress, execution, sequestration or other process is levied or enforced on or sued against, the whole/part of its assets which is not discharged within 14 days; (f) an application

is made to court, or an order is made to appoint an administrator, or notice of intention to appoint an administrator is given or an administrator is appointed over the Customer; (g) a floating charge holder over the assets of the Customer becomes entitled to appoint/has appointed an administrative receiver; (h) a person becomes entitled to appoint a receiver over the assets of the Customer or a receiver is appointed over the assets of the Customer; (i) any event analogous to those mentioned in (a)-(h) above in another jurisdiction.

"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.

"Key Commercial Terms": the key commercial terms front sheet(s) set out before these Conditions.

"Licence Period": as set out in the Key Commercial Terms.

"Module": each module of the Solution to which the Customer has subscribed (as detailed in the Key Commercial Terms).

"Month": a calendar month and **"Monthly"** shall be construed accordingly.

"Notice Period": as set out in the Key Commercial Terms.

"Order Confirmation": the document issued by OscarOnline to the Customer describing the Services to be provided along with the Charges.

"Outage": an instance of Downtime.

"Quarter": a period of precisely 3 Months from the Commencement Date or the expiry of any previous such 3 Month period and **"Quarterly"** shall be interpreted accordingly.

"Representative": the person appointed by a party to represent its interests under these Conditions in respect of the management and provision of the Services.

"Service Availability": as set out in the Key Commercial Terms.

"Service Description": as set out in the Key Commercial Terms for the applicable Module(s).

"Service Hours": the hours during which the Services are to be provided as set out in the Key Commercial Terms. References to **"hour(s)"** and **"minute(s)"** in these Conditions will, unless otherwise indicated, be taken only to refer to the elapse of time during Service Hours.

"Service Interruption": a period during Service Hours during which there is partial loss of the Solution Services.

"Services": the Solution Services, together with any Additional Services that OscarOnline agrees to supply to the Customer.

"Software": the software used by OscarOnline to provide the Services which is either OscarOnline's proprietary software or appropriately licensed to OscarOnline by a third party licensor.

"Solution": the solution known as "OscarOnline", being a web based, modular CRM and accounts solution made available by OscarOnline.

"Solution Services": the services to be delivered pursuant to the Service Description for the applicable Module(s) for which the Customer has subscribed.

"Sourcing Issue": an inability of OscarOnline to source particular materials/resources (including personnel) on terms similar or identical to those available at the Commencement Date (including exchange rate fluctuations/increases in taxes/duties).

"System": the computer systems and software used by OscarOnline to provide the Services.

"System Management Regulations": regulations introduced by OscarOnline from time to time for the better management of the Services and which may include: (i) defining minimum specifications for equipment used by the Customer to interface with the Services (including routers, firewalls and PCs); (ii) regulations to ensure that the network through which the Services are provided is not overloaded and that the security and integrity of the network is maintained and including regulations which arise from the need to comply with regulations of any data centre facility engaged by OscarOnline in connection with the Services; and (iii) regulations to ensure that any database or other applications which form part of the Services are used to the best effect and within their capacities.

"Term": as defined in condition 2.5.

"Unavailable": the Solution is/Services are entirely unavailable, other than as a result of a Customer Cause or a Force Majeure Event.

"Usage Limits": as set out in the Key Commercial Terms.

"User Subscriptions": the user subscription quantities detailed in the Key Commercial Terms.

"Virus": 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.

2. **PROVISION OF THE SERVICES**

2.1.   During the Term, in consideration of the payment of the Charges by the Customer and subject to these Conditions, OscarOnline agrees to supply the Services to the Customer on a non-exclusive basis and warrants that it shall:

2.1.1.   use its reasonable endeavours to ensure that the Services will, subject to: (i) the exceptions in conditions 7.5 and 11; and (ii) other express provisions within these Conditions:

2.1.1.1.   materially comply with the Service Description; and

2.1.1.2.   comply with the Service Availability;

2.1.2.   exercise reasonable care and skill in the performance of the Agreement; and

2.1.3.   comply with the laws of England and Wales in the performance of the Services.

2.2.   Except for the express warranties set forth in condition 2.1, the Services are provided on an "as is" basis, and the Customer's use of the Services is at its own risk. OscarOnline does not make, and hereby disclaims, any and all other express and/or implied warranties, statutory or otherwise, including warranties of satisfactory quality, fitness for a particular purpose and any warranties arising from a course of dealing, usage, or trade practice. In particular, OscarOnline does not warrant that the Services will be

uninterrupted, error-free, completely secure or fit for a particular purpose (and the Specification is specifically excluded from this arrangement).

2.3. OscarOnline does not and cannot control the flow of data to or from its network and other portions of the internet. Such flow depends in large part on the performance of Internet services provided or controlled by third parties. At times, actions or omissions of such third parties can impair or disrupt connections to the Internet (or portions thereof). Although OscarOnline will use commercially reasonable efforts to take all actions it deems appropriate to remedy and avoid such events, OscarOnline cannot guarantee that such events will not occur. Accordingly, OscarOnline disclaims any and all liability resulting from or related to such events.

2.4. Solution API

2.4.1. OscarOnline may, upon written agreement, provide the Customer with access to the Solution Application Protocol Interface (**"API"**), which enables certain elements of the Solution to be integrated within the Customer's own website. Such agreement shall be subject to the API Usage Limits.

2.4.2. Where access to the API is granted, this shall constitute a part of the Solution and Services under these Conditions.

2.4.3. The Customer must ensure that its use of the API does not have a detrimental effect on the performance of the Solution. OscarOnline reserves the right to disable the Customer's use of the API at any time where: (i) the Customer's use of the API has exceeded the API Usage Limits; (ii) requests are being sent through the API in an incorrect format; (iii) requests include a Virus or may be reasonably considered to constitute a denial of service attack; (iv) any other reason is identified by OscarOnline, acting reasonably. Disabling the Customer's use of the API may include blocking the relevant website IP address/domain name from the API.

2.5. Term:

2.5.1. The Agreement shall commence on the Commencement Date and shall (subject to the provisions for termination set out in these Conditions) continue for the Licence Period and thereafter for additional Licence Periods until terminated by either party giving to the other written notice of not less than the Notice Period (any such notice to expire not earlier than the end of the current Licence Period, save as set out in clause 2.5.2 below) (**"Term"**).

2.5.2. The Customer is afforded a cooling off period during the first month of the initial Licence Period. The Customer may terminate this Agreement on written notice to OscarOnline, provided such notice is received by OscarOnline within the first month of the initial Licence Period. In such circumstances, a refund of fees relating to the Solution Services already paid will be made to the Customer, but all fees relating to Additional Services including Setup Charges already paid shall be retained and any due to OscarOnline remain payable in accordance with the terms of this Agreement.

2.6. Outages & Service Interruptions

2.6.1. The Customer acknowledges that the Solution may not always be available, due to Outages and Service Interruptions. Where the Customer's website is integrated with the Solution using the API, the Customer must ensure that its website is developed in a manner which can tolerate a loss of connectivity to the Solution and OscarOnline has no liability to the Customer should this not be the case.

2.6.2. Outages or Service Interruptions occur from time to time or may be made by OscarOnline when in its reasonable opinion they are necessary to facilitate improvements to or maintenance of the Services. OscarOnline will use reasonable endeavours to minimise the Outages or Service Interruptions that may be caused by a change.

2.6.3. If Outages or Service Interruptions are required under condition 2.6.2, OscarOnline will endeavour to schedule them so as to minimise impact on the Services and will notify the Customer of the anticipated commencement time and its estimated duration.

2.6.4. OscarOnline shall provide initial notice to the Customer's Representative by telephone, e-mail, pager or comparable notification service within half an hour of OscarOnline becoming aware of an event that has caused or may cause an unscheduled Outage. If the Customer becomes aware of such event without having been previously notified thereof by OscarOnline, the Customer shall promptly notify OscarOnline via the customer support number referred to in the Key Commercial Terms.

2.7. Changes to the Services: OscarOnline shall have the right to make any changes to the Services:

2.7.1. immediately on notice to the Customer, where such changes:

2.7.1.1. are necessary to comply with any Applicable Law or safety requirement;

2.7.1.2. result from a Sourcing Issue; or

2.7.1.3. do not materially negatively affect the nature or quality of the Services; and

2.7.2. on 30 days' notice to the Customer in any other circumstances (**"Variation Notice Period"**).

3. **LICENCES AND AUTHORISED USERS**

3.1. OscarOnline hereby grants to the Customer a non-exclusive, non-transferable right to permit the Authorised Users to use the Services and the Documentation during the Term solely for the Customer's internal business operations. The rights provided under this condition 3.1 are granted to the Customer only, and shall not be considered granted to any subsidiary or holding company of the Customer.

3.2. In relation to the Authorised Users, the Customer undertakes that:

3.2.1. the maximum number of Authorised Users that it authorises to access and use the Services and the Documentation shall not exceed the number of User Subscriptions it has purchased from time to time;

3.2.2. each Authorised User shall keep a secure password for his use of the Services and Documentation, that such password shall be changed no less frequently than monthly and that each Authorised User shall keep his password confidential. OscarOnline recommends that the Customer ensures Authorised Users use strong passwords, i.e. a minimum of 8 characters (that contains a combination of uppercase & lowercase letters, numbers and symbols) that do not resemble words contained in the dictionary and would not be guessable by people who know such user. User accounts will be locked-out for 10 minutes if the password is entered incorrectly 3 times to help prevent password cracking;

3.3. The Customer further acknowledges that:

3.3.1. the User Subscription number is the maximum number of concurrent Authorised Users that may be connected to the Solution at any one time, regardless of the parts of the Solution the user is accessing;

3.3.2. if an Authorised User does not log-off but simply closes their browser, the session will continue until the session timeout period is reached and so until such timeout will count towards the User Subscription;

3.3.3. an Authorised User cannot log on with multiple devices/browsers at the same time;

3.3.4. the User Subscription limit will be enforced by restricting logins in excess of that number (i.e. additional logins will not be allowed when the User Subscription limit is reached);

3.4. The Customer acknowledges that OscarOnline may at any time, and without notice, incorporate licence management software into the Software for the purposes of ensuring that licence rights are not exceeded.

4. CHARGES

4.1. The Customer shall pay: (i) the Charges for the Services; (ii) where the Customer exceeds the Usage Limits, the applicable Excess Use Charges; and (iii) any additional fees to OscarOnline for other services provided by OscarOnline pursuant to the Agreement (at Oscar Online's then current standard charges for the same.

4.2. Changes to User Subscription numbers

4.2.1. Additional User Subscriptions requested by the Customer during a Licence Period will be charged pro-rata for the remainder of the Licence Period rounded up to the nearest number of whole months.

4.2.2. User Subscription numbers cannot be reduced during a Licence Period.

4.3. Increases to the Charges: OscarOnline shall be entitled to increase the Charges:

4.3.1. immediately on notice to the Customer where such increases result from the implementation of changes which: (i) are necessary to comply with any Applicable Law or safety requirement; or (ii) result from a Sourcing Issue;

4.3.2. on 30 days' written notice during any Licence Period, provided such increase is limited to the increase in RPI since the last date on which OscarOnline varied the Charges; and

4.3.3. with effect from the start of each new Licence Period, by giving at least 60 days' prior written notice to the Customer.

4.4. OscarOnline shall invoice the Customer in respect of each Licence Period.

4.5. Invoices shall be provided in advance of the applicable Licence Period and shall be payable within 30 days after the date thereof unless otherwise agreed in writing. Payments may be taken electronically, using a credit/debit card with a recurring payment authority.

4.6. OscarOnline shall be entitled to charge the Customer interest in respect of the late payment of any sums due under these Conditions (as well after as before judgement) on a daily basis at the rate of 3 per cent per annum above the base rate from time to time of Barclays Bank plc from the due date until payment.

4.7. All sums due under these Conditions are expressed exclusive of VAT but will be subject to VAT which will be payable by the Customer.

5. CUSTOMER OBLIGATIONS AND WARRANTIES.

5.1. The Customer shall, at all times during the Term, maintain the Customer Equipment in compliance with the Customer Equipment specification set out in the Key Commercial Terms, in good order and working condition and shall provide prior written notification to OscarOnline of any changes it makes to the same.

5.2. The Customer shall provide all such assistance, facilities and information to OscarOnline as OscarOnline may reasonably require to enable it to carry out its obligations under these Conditions.

5.3. The Customer shall not use OscarOnline for any illegal activity and shall not access, store, distribute or transmit: (i) any Viruses; or (ii) any material during the course of its use of the Services that:

5.3.1. is unlawful, harmful, threatening, defamatory, obscene, infringing, harassing or racially or ethnically offensive;

5.3.2. facilitates illegal activity;

5.3.3. depicts sexually explicit images;

5.3.4. promotes unlawful violence;

5.3.5. is discriminatory based on race, gender, colour, religious belief, sexual orientation, disability; or

5.3.6. in a manner that is otherwise illegal or causes damage or injury to any person or property;

and OscarOnline 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.

5.4. The Customer shall not:

5.4.1. except as may be allowed by any applicable law which is incapable of exclusion by agreement between the parties:

5.4.1.1. and except to the extent expressly permitted under this agreement, 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 Documentation (as applicable) in any form or media or by any means; or

5.4.1.2. attempt to reverse compile, disassemble, reverse engineer or otherwise reduce to human-perceivable form all or any part of the Software; or

5.4.2. access all or any part of the Services and Documentation in order to build a product or service which competes with the Services and/or the Documentation; or

5.4.3. jfuse the Services and/or Documentation to provide services to third parties; or

5.4.4. save as expressly agreed to the contrary in writing, license, sell, rent, lease, transfer, assign, distribute, display, disclose, or otherwise commercially exploit, or otherwise make the Services and/or Documentation available to any third party except the Authorised Users; or

5.4.5. attempt to obtain, or assist third parties in obtaining, access to the Services and/or Documentation.

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

5.6. The Customer undertakes at all times during the Term to comply with all current Solution Management Regulations. OscarOnline shall give not less than 14 days' written notice to the Customer of additions and changes to Solution Management Regulations.

5.7. In the event that the Customer is in breach of any of its obligations under these Conditions, then:-

5.7.1. OscarOnline cannot be held responsible should the Services fail to comply with the Service Availability as a result (directly or indirectly) of such Customer breach;

5.7.2. OscarOnline shall be entitled to charge the Customer for staff time engaged on rectifying any resulting problems at OscarOnline's then current standard charging rates; and

5.7.3. OscarOnline may without any liability terminate or suspend the Services without prejudice to any other pre-existing rights and obligations of either party.

5.8. The Customer represents, warrants and undertakes that:

5.8.1. it has and shall during the Term have the legal right and authority to use and have used the Customer Equipment as contemplated under these Conditions;

5.8.2. it will use the Services only for lawful purposes and in accordance with these Conditions; and

5.8.3. any software, data, equipment or other materials provided by the Customer to OscarOnline or employed by the Customer in its use of or receipt of the Services shall not infringe any Intellectual Property Rights of any third party and shall not be obscene or defamatory of any person and shall not violate the laws or regulations of any state which may have jurisdiction over such activity.

5.9. In the event of any breach of any of the foregoing representations or warranties, in addition to any other remedies available at law or in equity, OscarOnline will have the right to suspend immediately any related Services if deemed reasonably necessary by OscarOnline to protect the proper interests of OscarOnline or its other customers. If practicable and depending on the nature of the breach, OscarOnline may (in its absolute discretion) give the Customer an opportunity to cure such breach. In such case once the Customer has cured the breach, OscarOnline will promptly restore the Service(s).

6. SECURITY

6.1. Each party recognises that it is impossible to maintain flawless security but (where relevant) OscarOnline shall take all reasonable steps to prevent security breaches in its servers' interaction with the Customer and security breaches in any interaction with resources or users outside of any firewall that may be built into OscarOnline's servers.

6.2. The Customer is responsible for maintaining the confidentiality of any passwords which are required to access the Software and the Services and is solely responsible for any damage caused by any such unauthorised access.

7. ***INDEMNITIES/LIMITATION OF LIABILITY***

7.1. Except as expressly stated in condition 7.2:

7.1.1. OscarOnline's liability, whether under these Conditions or any collateral contract, for loss of or damage to the Customer's tangible property caused by the negligence of OscarOnline, its officers, employees, contractors or agents, shall not exceed £500,000;

7.1.2. OscarOnline shall have no liability for any losses or damages which may be suffered by the Customer (or any person claiming under or through the Customer), whether the same are suffered directly or indirectly or are immediate or consequential, and whether the same arise in contract, tort (including negligence) or otherwise howsoever, which fall within any of the following categories:

7.1.2.1. any losses resulting from third party access to Authorised User accounts (including the guessing of user passwords) other than as a result of a failure by OscarOnline to comply with its obligations under this Agreement;

7.1.2.2. any losses resulting from a Customer Cause or failure by the Customer to ensure that the Customer Equipment complies with the specifications for the same set out in the Key Commercial Terms;

7.1.2.3. special damage, even though OscarOnline was aware of the circumstances in which such special damage could arise;

7.1.2.4. loss of profits;

7.1.2.5. loss of anticipated savings;

7.1.2.6. loss of business opportunity;

7.1.2.7. loss of goodwill; and

7.1.2.8. loss of or damage to data;

provided that this condition 7.1.2 shall not prevent claims for loss of or damage to the Customer's tangible property that fall within the terms of condition 7.1.1 or any other claims for direct financial loss that are not excluded by any of categories set out in conditions 7.1.2.1-7.1.2.8 inclusive of this condition 7.1.2.

7.1.3. to the extent not covered by condition 7.1.1 or excluded by condition 7.1.2 (or otherwise), the total liability of OscarOnline, whether in contract, tort (including negligence) or otherwise and whether in connection with the Agreement or any collateral contract, shall in no circumstances exceed the sums paid by the Customer under the Agreement;

7.1.4. the Customer agrees that, in entering into these Conditions, either it did not rely on any representations (whether written or oral) of any kind or of any person other than those expressly set out in these Conditions or (if it did rely on any representations, whether written or oral, not expressly set out in these Conditions) that it shall have no remedy in respect of such representations and (in either case) OscarOnline shall have no liability otherwise than pursuant to the express terms of these Conditions;

7.2. The exclusions and limitations in condition 7.1 shall apply to the fullest extent permissible at law but OscarOnline does not exclude liability for:

7.2.1. death or personal injury caused by the negligence of OscarOnline, its officers, employees, contractors or agents; or

7.2.2. fraud or fraudulent misrepresentation; or

7.2.3. breach of the obligations implied by Section 2 Supply of Goods and Services Act 1982; or

7.2.4. any other liability which cannot be excluded by law.

7.3. OscarOnline shall not be liable for any loss or damage of whatsoever nature suffered by the Customer arising out of or in connection with any act, omission, misrepresentation or error made by or on behalf of the Customer or arising from any cause beyond OscarOnline's reasonable control.

7.4. The Customer accepts that OscarOnline is in no way liable for any virus or other contaminants which enter the Customer's email system or computer network via email.

7.5. OscarOnline shall not be liable for any interruptions to the Services or Outages arising directly or indirectly from:

7.5.1. interruptions to the flow of data to or from the internet;

7.5.2. changes, updates or repairs to the network or the Software subject to OscarOnline striving to minimise the interruptions/outages that may be caused by such change;

7.5.3. the effects of the failure or interruption of services provided by third parties;

7.5.4. factors set out in condition 11;

7.5.5. any acts or omissions of the Customer (including breach of the Customer's obligations set out in the Agreement) or any third parties;

7.5.6. problems with the Customer's equipment and/or third party equipment; or

7.5.7. interruptions to the Services requested by the Customer.

7.6. The Customer agrees that it is in a better position to foresee and evaluate any loss it may suffer in connection with these Conditions and that the Charges have been calculated on the basis of the limitations and exclusions in this condition 7 and that the Customer will effect insurance as is suitable having regard to its particular circumstances and the terms of this condition 7.

8. **INTELLECTUAL PROPERTY RIGHTS**

8.1. OscarOnline warrants that it has all necessary right, title and interest to enable the Customer to receive the Services in accordance with these Conditions.

8.2. OscarOnline hereby grants to the Customer a non-exclusive, UK based licence to use the Intellectual Property Rights in the Services, Solution, Software, documentation or other materials used by OscarOnline to the extent strictly necessary for the Customer to benefit from its rights under this Agreement.

8.3. The Customer hereby grants to OscarOnline a non-exclusive, royalty-free, world-wide licence during the Term to: (i) use, copy, reproduce, and manipulate Customer Data for the purposes of providing the Services; and (ii) use, reproduce and display the Customer's trade marks for the purposes of providing the Services.

8.4. The parties hereby agree that: (i) save as is detailed in clause 8.2, the Customer shall not acquire any Intellectual Property Rights whatsoever in respect of the Services, Solution, Software, documentation or other materials used by OscarOnline pursuant to

this Agreement, which shall include any Bespoke Development (whether or not paid for by the Customer); and (ii) save as is detailed in clause 8.3, OscarOnline shall not acquire any Intellectual Property Rights in the Customer Data.

8.5. Should OscarOnline create any Bespoke Development at the request of the Customer, nothing in this Agreement shall prevent OscarOnline from making such Bespoke Development (as may be modified from time to time) available to any other customer or prospective customer.

9. *****SUSPENSION & TERMINATION*****

9.1. If the Customer commits an Act of Default, OscarOnline may:

9.1.1. immediately suspend the provision of the Services under this Agreement (or any of them or any part of them) and no such suspension shall be deemed a breach of any term or provision of these Conditions; or

9.1.2. terminate these Conditions by notice in writing forthwith.

9.2. OscarOnline shall have the right, without prejudice to its other rights or remedies, to terminate these Conditions immediately by notice to the Customer if the Customer:

9.2.1. undergoes a change of control which does not result in control passing to a company that, immediately prior to the change in question, was an Affiliate of the Customer; or

9.2.2. sells all of its assets or is merged or re-organised in circumstances where it is not the surviving entity; or

9.2.3. disputes the ownership or validity of OscarOnline's Intellectual Property Rights.

9.3. The Customer may terminate the Services on no less than 10 days' written notice to OscarOnline during any Variation Notice Period referred to in condition 2.7.2 or condition 14.1.

9.4. Any termination of these Conditions for any reason shall be without prejudice to any other rights or remedies a party may be entitled to hereunder or at law and shall not affect any accrued rights or liabilities of either party nor the coming into force or the continuance in force of any provision hereof which is expressly or by implication intended to come into or continue in force on or after such termination.

9.5. In the event of termination or expiry of the Agreement:

9.5.1. the Customer agrees promptly to pay to OscarOnline all outstanding payments;

9.5.2. OscarOnline endeavours to retain a copy of the Customer Data for a period of no less than 30 days after termination or expiry. Upon written request from the Customer within such period, OscarOnline will conduct a data integrity and readability check within 10 Business Days, and provide a copy of all requested Customer Data to the Customer in Microsoft SQL tabular format on the media reasonably requested by the Customer, in consideration for the upfront payment of all outstanding payments, together with the Data Integrity and Readability Check Fee. Data will be provided in the format and structure that it resides on the system, a sample of which can be provided upon request;

9.5.3. OscarOnline may in its sole discretion agree to provide any assistance reasonably requested by the Customer in connection with the hand-over to a third party of any services provided by OscarOnline hereunder, and the Customer shall pay OscarOnline in accordance with OscarOnline's then current standard rates for any such assistance;

9.5.4. the Customer's right to receive the Services shall cease automatically;

9.5.5. each party shall immediately return to the other all property and materials containing Confidential Information (as defined in condition 10 belonging to the other.

9.6. Any termination of these Conditions (howsoever occasioned) shall not affect any accrued rights or liabilities of either party, nor shall it affect the coming into force or the continuance in force of any provision of these Conditions which is expressly, or by implication, intended to come into force or continue in force on or after that termination.

10. **CONFIDENTIALITY AND OWNERSHIP OF CUSTOMER DATA**

10.1. Subject to condition 10.3, each party receiving information pursuant to these Conditions (**"Receiving Party"**) shall, during the term of these Conditions and thereafter, keep confidential, and shall not use for its own purposes, nor without the prior written consent of the other party (**"Disclosing Party"**) disclose to any third party, any and all information of a confidential nature (including trade secrets and information of commercial value) that may become known to the Receiving Party and which relate to the Disclosing Party or any of its Affiliates (**"Confidential Information"**).

10.2. OscarOnline hereby undertakes not without the Customer's written consent disclose the Customer Data in whole or in part to any other person save those of its employees agents and sub-contractors involved in the provision of the Services and who have, and to the extent that they have, a need to know the same; and

10.3. The provisions of condition 10.1 above shall not apply to the whole or any part of the Confidential Information to the extent that it is:

10.3.1. trivial or obvious;

10.3.2. already in the Receiving Party's possession without duty of confidentiality on the date of its disclosure to it by the Disclosing Party;

10.3.3. in the public domain other than as a result of a breach of this condition; or

10.3.4. to the extent that disclosure of such information may be required by any governmental agency or by operation of law and, in either such case, the Receiving Party required to make such disclosure shall, unless legally precluded from doing so, use reasonable endeavours to notify the Disclosing Party of such requirement prior to making the disclosure.

10.4. Each of OscarOnline and the Customer hereby undertakes to the other to make all relevant employees agents and sub-contractors aware of the confidentiality of the Information and the provisions of this condition 10.

10.5. For the avoidance of doubt, all Customer Data shall remain at all times the exclusive property of the Customer and may only be used by OscarOnline in order to fulfil its obligations pursuant hereto.

10.6. OscarOnline reserves the right to use all or part of any program, services or materials produced for or acquired on behalf of the Customer for demonstrating its expertise to potential clients, subject always to the provisions of this condition 10.

10.7. If in the course of providing the Services OscarOnline processes any personal data of the Customer (as defined by Data Protection Law):

10.7.1. the Customer will be the controller and OscarOnline will be the processor in respect of such personal data; and

10.7.2. the parties shall comply with the obligations set out in the Data Processing Policy, which shall be incorporated into this Agreement.

10.8. The provisions of this condition 10 shall remain in full force and effect notwithstanding any termination of the Agreement.

11. **FORCE MAJEURE**

11.1. Neither party hereto shall be liable for any breach of its obligations hereunder, except in respect of payment, resulting from causes beyond the reasonable control of the party in default (or its sub-contractors) including but not limited to acts of God, war, insurrection, riot, civil commotion, Government regulation, embargo, explosion, strike, labour dispute, illness, flood, fire or tempest (an **"Event of Force Majeure"**). Any time limit or estimate for a party to perform any act hereunder shall be suspended during an Event of Force Majeure.

11.2. Each of the parties hereto agrees to give notice forthwith to the other upon becoming aware of an Event of Force Majeure, such notice to contain details of the circumstances giving rise to the Event of Force Majeure.

11.3. If a default due to an Event of Force Majeure shall continue for more than 30 days then the party not in default shall be entitled to terminate these Conditions. Neither party shall have any liability to the other in respect of the termination of these Conditions as a result of an Event of Force Majeure but such termination shall not affect any pre-existing rights or obligations of either party.

12. **WAIVER**

12.1. The waiver by either party of a breach or default of any of the provisions of these Conditions by the other party shall not be construed as a waiver of any succeeding breach of the same or other provisions nor shall any delay or omission on the part of either party to exercise or avail itself of any right, power or privilege that it has or may have hereunder operate as a waiver of any breach or default by the other party.

13. **NOTICES**

13.1. Any notice request instruction or other document to be given hereunder shall be delivered or sent by first class post, email or by facsimile transmission (such email or facsimile transmission notice to be confirmed by letter posted within 12 hours) to the address or to the facsimile number of the other party set out in the Order Confirmation (or such other address or numbers as may have been notified) and any such notice or other document shall be deemed to have been served if delivered at the time of delivery and if sent by post upon the expiration of 48 hours after posting and if sent by facsimile transmission or email upon the expiration of 12 hours after dispatch subject to confirmation by letter as set out above.

14. **VARIATION**

14.1. OscarOnline may vary these Conditions, providing no less than 30 days' written notice to the Customer (**"Variation Notice Period"**).

15. **PUBLICITY**

15.1. No announcement or information concerning this Agreement or any ancillary matter shall be made or released or authorised to be made or released in any advertising publicity promotional or other marketing activities by the Customer without the prior written consent of OscarOnline.

15.2. Unless otherwise agreed between the parties, documents produced by OscarOnline may contain a small advertisement in the footer such as "Produced by OscarOnline www.oscaronline.biz".

16. **INVALIDITY AND SEVERABILITY**

16.1. If any provision of these Conditions shall be found by any court or administrative body of competent jurisdiction to be invalid or unenforceable the invalidity or unenforceability of such provision shall not affect the other provisions of these Conditions and all provisions not affected by such invalidity or unenforceability shall remain in full force and effect. The parties hereby agree to attempt to substitute for any invalid or unenforceable provision a valid or enforceable provision which achieves to the greatest extent possible the economic legal and commercial objectives of the invalid or unenforceable provision.

17. **ENTIRE AGREEMENT**

17.1.   Subject to condition 17.2, this Agreement constitutes the entire agreement between the parties hereto relating to the subject matter hereof. Nothing in these Conditions shall relieve either party of liability for fraudulent misrepresentations and neither party shall be entitled to any remedy for either any negligent or innocent misrepresentation except to the extent (if any) that a court or Third Party appointed under condition 21 may allow reliance on the same as being fair and reasonable.

17.2.   No change, alteration or modification to these Conditions shall be valid unless in writing and signed on behalf of both parties hereto.

18. **SUCCESSORS**

18.1.   These Conditions shall be binding upon and endure for the benefit of the successors in title of the parties hereto.

19. **ASSIGNMENT**

19.1.   The Customer shall not be entitled to assign these Conditions nor all or any of its rights and obligations hereunder.

20. **SUB-CONTRACTING**

20.1.   OscarOnline shall be entitled to sub-contract the whole or any part of its obligations hereunder to any third party but shall remain liable as if it were performing the Services itself.

21. **DISPUTES**

21.1.   All disputes or differences which shall at any time hereafter arise between OscarOnline and the Customer in respect of the construction or effect of these Conditions or the rights duties and liabilities of the parties hereunder or any matter or event connected with or arising out of these Conditions (**"Relevant Event"**) shall be referred to such independent third party (**"Third Party"**) as OscarOnline and the Customer shall jointly nominate.

21.2.   If OscarOnline and the Customer shall fail to nominate a Third Party within 14 days of the date of occurrence of the Relevant Event then the Third Party shall be nominated at the request of either OscarOnline or the Customer by the President for the time being of the British Computer Society.

21.3.   The Third Party shall act as an expert and not as an arbitrator whose decision (including as to costs) shall, except in the case of manifest error, be final and binding upon OscarOnline and the Customer.

22. **THIRD PARTY RIGHTS**

22.1.   No term of these Conditions is intended to confer a benefit on or to be enforceable by, any person who is not a party to these Conditions.

23. **LAW**

23.1.   These Conditions shall be governed by and construed in accordance with English law and (subject always to condition 21) the parties submit to the exclusive jurisdiction of the courts of England and Wales.