

THESE MASTER TERMS AND CONDITIONS GOVERN THE CUSTOMERS USE OF ROTA'S PLATFORM, HOSTING AND PROFESSIONAL SERVICES (HEREINAFTER REFERRED TO AS THE "SERVICES") AS SET OUT IN THE STATEMENT OF WORK BETWEEN THE CUSTOMER AND ROTA (HEREINAFTER THE "PROVIDER").

CAPITALISED TERMS SHALL HAVE THE DEFINITIONS SET FORTH HEREIN AND BY ACCEPTING THIS AGREEMENT, EITHER BY, (1) SIGNING AND EXECUTING A STATEMENT OF WORK AND ANY SUBSEQUENT CHANGE ORDER, (2) CLICKING A BOX INDICATING ACCEPTANCE, (3) EXECUTING AN ORDER FORM THAT REFERENCES THIS AGREEMENT, OR USING THE SERVICES ON A TRIAL PERIOD, THE CUSTOMER IS DEEMED TO ACCEPT THE TERMS OF THIS AGREEMENT.

IF THE INDIVIDUAL ACCEPTING THIS AGREEMENT IS ACCEPTING ON BEHALF OF A COMPANY, BRANCH OR LEGAL ENTITY, SUCH INDIVIDUAL REPRESENTS THAT THEY HAVE THE AUTHORITY TO BIND SUCH ENTITY AND ITS AFFILIATES TO THESE TERMS AND CONDITIONS, IN WHICH CASE THE TERMS "CUSTOMER" SHALL REFER TO SUCH ENTITY AND ITS AFFILIATES. IF THE INDIVIDUAL ACCEPTING THIS AGREEMENT DOES NOT HAVE SUCH AUTHORITY, OR DOES NOT AGREE WITH THESE TERMS AND CONDITIONS SUCH INDIVIDUAL MUST NOT ACCEPT THIS AGREEMENT AND MAY NOT USE THE SERVICES

1. Definitions

1.1 Except to the extent expressly provided otherwise, in this Agreement:

"Account" means an account enabling a person to access and use the Hosted Services and the ROTA Technology;

"Agreement" means this agreement including any Statement of Work ("Sow") or Schedules and Appendices, and any amendments to this Agreement from time to time;

"Business Day" means any weekday (Monday to Friday) other than a bank or public holiday in England;

"Business Hours" means the hours of 09:00 to 18:00 BST on a Business Day;

"Cancellation Fee" means implementation, training and other costs incurred specifically to this agreement based on time spent by the Provider where the Customer stops, delays, cancels, and terminates the contract prior to Commencement;

"Catastrophic Event" means a technical event caused by an IT disaster affecting the availability of the Hosted Services and the ROTA Technology;

"Charges" means the following amounts:

- (a) the amounts specified in SoW (Hosted Services Particulars);
- (b) such amounts as may be agreed in writing by the parties from time to time;

"Commencement" means the date when the Customer first makes use of the Provider in a live environment referred to as "Contract Term" in the SoW.

"Customer" means the office manager and/or authorised business operation or persons of the company signing a SoW under this Agreement for the purposes of procuring the Services from the Provider.

"Customer Confidential Information" means:

(a) any information disclosed by or on behalf of the Customer to the Provider at any time before the termination of this Agreement (whether disclosed in writing, orally or otherwise) that at the time of disclosure:

- (i) was marked as "confidential"; or
 - (ii) should have been reasonably understood by the Provider to be confidential; and
- (b) the Customer Data;

"Customer Data" means all data, works and materials: uploaded to or stored on the ROTA Technology by the Customer; transmitted by the ROTA Technology at the instigation of the Customer; supplied by the Customer to the Provider for uploading to, transmission by or storage on the ROTA Technology; or generated by the ROTA Technology as a result of the use of the Hosted Services by the Customer;

"Data Protection Laws" means the Data Protection Act 1998 and its updates and addendums including the 2018 additions under General Data Protection Regulations (for so long as and to the extent that the law of the European Union has legal effect in the UK) and those within the Electronic Communications (EC Directive) Regulations 2003 and its updates thereafter within law and any acts, legislation or regulatory requirement that become applicable in the jurisdiction from which the Services are provided;

"Effective Date" means the date of execution of this Agreement;

"Force Majeure Event" means an event, or a series of related events, that is caused or as a result of circumstances outside the reasonable control of the party affected (including failures of the internet or any public telecommunications network, hacker attacks, denial of service attacks, virus or other malicious software attacks or infections, power failures, industrial disputes affecting any third party, changes to the law, disasters, explosions, fires, floods, civil disputes, acts of terrorism, attacks and acts of war);

"Hosted Services" means services provided for the access or use of the ROTA Technology, as specified in the Hosted Services Specification, which will be made available by the Provider to the Customer as a service via the internet in accordance with this Agreement, including the Mobile App;

"Hosted Services Specification" means the specification for the ROTA Technology and mobile apps and Hosted Services set out in Part 1 of SoW (Hosted Services Particulars) and in the Documentation;

"Intellectual Property Rights" means all intellectual property rights wherever in the world, whether registrable or un-registrable, registered or unregistered, including any application or right of application for such rights (and these "intellectual property rights" include copyright and related rights, database rights, confidential information, trade secrets, know-how, business names, trade names, trademarks, software code, service marks, passing off rights, unfair competition rights, patents, petty patents, utility models, semi-conductor topography rights and rights in designs);

"Mobile App" means any associated mobile or otherwise application owned or registered by the Provider as part of the ROTA Technology that is made available for downloading through the Google Play Store and the Apple App Store, or other ROTA Technology to include the Provider app and any future apps of the Provider;

"Other Workforce Supplier" means any other business that provides workers to perform duties for the Customer and that fall outside of the definition of a Resource Service Provider;

"Permitted Purpose" means the scheduling and timekeeping of Resources;

"Personal Data" has the meaning given to it in accordance to all UK data protection legislation, including but not limited to data protection and privacy legislation in force from time to time in the UK including the General Data Protection Regulation ((EU)2016/679); the Data Protection Act 2018; the Privacy and Electronic Communications Directive 2002/58/EC (as updated by Directive 2009/136/EU) and the Privacy and Electronic Communications Regulations 2003 (SI 2003/2426) as amended;

"Resource" means workers added to the ROTA Technology who will provide services from a Customers workforce or that provided by external workforce providers, including limited company contractors and other forms of legal structure, including and assigned by an agency to perform services for the Customer in response to a Requirement.

"Resource Service Provider" means a service provided or engaged in the provision of a Resource to a Customer from time to time;

"Requirement" means any verbal or written requirement for Services within the scope issued by the Customer to Resource requested to be utilised.

"ROTA Technology" means the Provider hosted platform and mobile apps managed by the Provider and used by the Provider to provide the Hosted Services, including the application and database software for the Hosted Services, the system and server software used to provide the Hosted Services, and the computer hardware on which that application, database, system and server software is installed, mobile apps, software (including any individual software modules and programs of the Provider), source code to which the Providers proprietary technology relates, in the language which the software was written, together with all related flow charts and documentation, all of a level sufficient to enable the Customer to access and use the hosted ROTA Technology and any other technical functionality developed for the purpose enabling usage of the hosted platform;

"Schedule" means any schedule attached to the main body of this Agreement;

"Services" means any services, technology, support, assistance and ROTA Technology that the Provider provides to the Customer, or has an obligation to provide to the Customer under this Agreement, including but not limited to, any SoW, schedule, annex or addendum that has been signed by the parties for the purposes of obtaining services from the Provider;

"Shift" means the booked hours for Resource support by the Customer in relation to this contract;

"Support Services" means support in relation to the use of, and the identification and resolution of errors in the Hosted Services, but shall not include the provision of training services;

"Supported Web and Mobile Platforms" means Microsoft Edge v.83+, Google Chrome v.84+ or Apple Safari v.13+. For mobile this is inclusive and beyond for iOS 10+ and Android 5.0+;

"Statement of Work" or "SoW" means the schedule of work, resources, platform, technology and services setting out the terms of the ROTA Technology, Hosted Services, Support Services any other Services, including but not limited to, any schedule of services or addendum setting out the terms of the Services or ROTA Technology provided by the Provider that are subject to this Agreement;

"Term" means the term of this Agreement as outlined in Clause 2.1;

1.2 In this agreement, unless the context otherwise requires:

- (a) clause, schedule and paragraph headings shall not affect the interpretations of this Agreement;
- (b) a reference to person includes an individual, corporate or unincorporated body (whether or not having separate legal personality) and a reference to a company shall include any company, corporation or other body corporate, wherever and however incorporated or established;
- (c) unless the context otherwise requires, words in the 'singular' shall include the plural and in the 'plural' shall include the singular;
- (d) reference to "including" or any similar terms in this Agreement shall be treated as being by way of example and shall not limit the general applicability of any preceding words;
- (e) reference to 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.

2. Term

2.1 This Agreement shall come into force on the Effective Date and shall continue for the period reflected within the Statement of Work.

2.2 Either party may terminate this Agreement providing prior written notice as set out in the SoW of this Agreement.

3. Hosted Services

3.1 The Provider shall create an Account for the Customer and shall provide to the Customer login details for that Account on or promptly following the Effective Date and in accordance with the agreed delivery plan and service schedule.

3.2 The Provider hereby grants to the Customer a worldwide, non-exclusive licence to use the Hosted Services by means of a Supported Web Browser and through the Mobile App solely for the internal business purposes of the Customer during the Term.

3.3 The Hosted Services licensed by the Provider to the Customer under Clause 3.2 may only be used by the officers, employees, agents and subcontractors of the Customer ("Users").

3.4 Except to the extent expressly permitted in this Agreement or required by law on a non-excludable basis, the licence granted by the Provider to the Customer under Clause 3.2 is subject to the following prohibitions:

- (a) the Customer must not sub-license its right to access or use the Hosted Services;
- (b) the Customer must not permit any unauthorised person to access or use the Hosted Services;
- (c) the Customer must not use the Hosted Services to provide services to third parties;
- (d) the Customer must not republish or redistribute any content or material from the Hosted Services; and
- (e) the Customer must not make any alteration to the ROTA Technology.

3.5 The Customer shall use reasonable endeavours, including reasonable security measures relating to Account access details, to ensure that no unauthorised person may gain access to the Hosted Services using the Account.

3.6 The Provider shall use reasonable endeavours to ensure 99% availability of the Hosted Services to the Customer, including the use of a backup service, however the Provider does not guarantee 100% availability of the Hosted Services.

3.7 For the avoidance of doubt, in calculating the availability of the Hosted Services for the purpose of the targets under clause 3.6, periods of downtime or disruption to the Hosted Services caused directly or indirectly by any of the following shall not be taken into account:

- (a) a Force Majeure Event;
- (b) a fault or failure of the internet or any public telecommunications network;
- (c) a fault or failure of the Customer's computer systems or networks;
- (d) any breach by the Customer of this Agreement; or
- (e) scheduled maintenance carried out in accordance with this Agreement.

3.8 The Customer shall comply and shall procure that all Users comply with Schedule 2 (Acceptable Use Policy).

3.9 The Customer must not knowingly use the Hosted Services in any way that causes, or may cause, damage or overload to the Hosted Services or ROTA Technology or impairment of the availability or accessibility of the Hosted Services.

3.10 The Customer must not use the Hosted Services:

- (a) in any way that is unlawful, illegal, fraudulent or harmful; or
- (b) in connection with any unlawful, illegal, fraudulent or harmful purpose or activity.

3.11 For the avoidance of doubt, the Customer has no right to access the software code (including object code, intermediate code and source code) of the ROTA Technology, either during or after the Term.

3.12 The Provider may suspend the provision of the Hosted Services without further notice to the Customer if any amount due to be paid by the Customer to the Provider under this Agreement is overdue by more than 10 (ten) days, and the Provider has given to the Customer at least 10 days' written notice, following the amount becoming overdue, of its intention to suspend the Hosted Services on this basis.

4. Provider's Obligations

Change Management and Control

4.1 The ROTA Technology or Hosted Services may be changed in accordance with the change management and control policy ("CMOC Policy") set out below in clause 23.

Security

4.2 The Provider shall use reasonable endeavours to comply with the security provisions set out in the Security Policies ("Information and Security Measures") set out below in clause 23.

Maintenance

4.3 The Provider shall maintain the ROTA Technology and keep it up to date.

4.4 The Provider shall use reasonable endeavours to provide the Customer at least 2 Business Days' notice of any scheduled downtime in respect of the ROTA Technology or Hosted Services that is likely to materially adversely affect the availability of the Hosted Services to the Customer.

Support Services

4.5 The Provider shall provide the Support Services outlined in the SoW to the Customer during the Term. For the avoidance of doubt, the Support Services do not extend to malfunction or disruption to the Customer's IT hardware, internet connectivity or other systems that are not provided by the Provider.

4.6 The Provider shall make available to the Customer a helpdesk as detailed in the SoW for the purposes of assisting the Customer to receive the Support Services ("Helpdesk"). The Customer may use the Helpdesk solely for the purposes of notifying the Provider of technical problems or malfunction affecting the ROTA Technology or Hosted Services ("Technical Issues") requesting and, where applicable, receiving the Support Services; and the Customer shall not use the Helpdesk for any other purpose.

4.7 The Provider shall respond to all requests for Support Services made by the Customer through the Helpdesk in accordance with the procedure outlined in Schedule 3.

4.8 The Provider may suspend the provision of the Support Services without further notice pursuant to clause 3.12

Disaster Recovery

4.9 Without prejudice to clauses 3.7 and 15, where a Catastrophic Event occurs the Provider shall respond to such Catastrophic Event in accordance with the provisions of its disaster recovery policy ("Disaster Recovery Policy") set out below in Clause 23.

5. Customer Data

5.1 The Provider shall not use Customer Data to contact Customer contacts to offer work, products or services provided by the Provider.

5.2 The Customer hereby grants to the Provider a non-exclusive licence to copy, reproduce, store, distribute, publish, export, adapt, edit and translate the Customer Data to the extent reasonably required for the performance of the Provider's obligations and the exercise of the Provider's rights under this Agreement to the extent reasonably required therefor.

5.3 The Provider shall be entitled to track and collect data relating to the use of the Hosted Services by Users and to generate, reproduce and distribute any aggregated, anonymised data, analysis, research, statistics and other derivative content based on such data and on any Customer Data and to use, reproduce, communicate to the public, package, sell, or otherwise exploit for any purpose whatsoever including, but not limited to, for the purpose of analysis, maintenance and development of the ROTA Technology any such aggregated and anonymised data, provided that any such data will not be disclosed to third parties in a form that discloses its connection to the Customer or any member of its staff. To the extent that any Intellectual Property Rights exist in any Customer Data, the Customer hereby grant the Provider a perpetual licence to use the Customer Data in accordance with the foregoing.

5.4 The Customer warrants to the Provider that the Customer Data will not infringe the Intellectual Property Rights or other legal rights of any person, and will not breach the provisions of any law, statute or regulation, in any applicable jurisdiction and under any applicable law.

5.5 The Provider shall create a daily back-up copy of the Customer Data, shall ensure that each such copy is sufficient to enable the Provider to restore the Hosted Services to the state they were in at the time the back-up was taken, and shall retain and store each such copy for a minimum period of 4 (four) days.

5.6 Following receipt of a written request from the Customer, the Provider shall use reasonable endeavours to restore to the ROTA Technology the Customer Data stored in any back-up copy created and stored by the Provider in accordance with Clause 5.5. The Customer acknowledges that this process will overwrite the Customer Data stored on the ROTA Technology prior to the restoration.

6. No assignment of Intellectual Property Rights

6.1 Nothing in this Agreement shall operate to assign or transfer any Intellectual Property Rights from either party to the other or grant licence to any Intellectual Property Rights relating to the

ROTA Technology except the right of access and use of the Hosted Services through a remote connection.

7. Technical Development Work

7.1 The Customer may request additional development, enhancements, modifications or other technical work relating to the ROTA Technology or the Hosted Services to be undertaken at the discretion of the Provider. The scope and specifications for any such work shall be subject to agreement between the parties on a case-by-case basis. Such work is undertaken by the Provider and it shall be charged to the Customer in accordance with the rates set out in the SoW.

7.2 Work product and all Intellectual Property Rights in the work product shall remain the sole ownership of the Provider and, once approved by both parties, shall be deemed part of the ROTA Technology and the Hosted Services for the purpose of this Agreement. The sole rights that the Customer shall acquire in relation to such work product shall be the right to use the Hosted Services incorporating such work product, in accordance with this Agreement. No other rights or entitlement shall be implied.

8. Charges

8.1 The Customer shall pay the Charges to the Provider in accordance with this Agreement, as detailed the SoW.

8.2 All amounts stated in or in relation to this Agreement are, unless the context requires otherwise, stated exclusive of any applicable value added taxes, which will be added to those amounts and payable by the Customer to the Provider.

8.3 The Provider may, by giving no less than 30 days' notice prior to the first anniversary of the Effective Date, propose a variation of the Charges. In the event that a charges agreement is not met between Customer and Provider before the first anniversary, the Provider is entitled to terminate this Agreement by giving the Customer an additional 3 months' notice or retain the current terms in place. All agreed new Charges shall take immediate effect after the first anniversary of the Effective Date.

8.4 The provider shall be entitled to make changes to its charging mechanism that are applied through its systems under the execution of this Contract to ensure legal compliance is maintained with HMRC and any other local tax and other statutory laws. All known changes and adjustments will be sent to the Customer for agreement no less than 30 days prior to inclusion under terms.

9. Payments

9.1 The Provider shall issue invoices for the Charges to the Customer in accordance with the terms outlined in the SoW that are subject to this Agreement.

9.2 The Customer must pay the Charges to the Provider within the period as referred within the SoW. Charges must in all cases be paid before the commencement of the period to which they relate.

9.3 All payments made or to be made under this Agreement shall be made in full, without any deduction, withholding, set-off or counterclaim on account of any taxes or otherwise.

9.4 The Customer must pay the Charges by bank transfer (using such payment details as are notified by the Provider to the Customer from time to time).

9.5 If the Customer does not pay any amount properly due to the Provider under this Agreement, the Provider may:

(a) charge the Customer interest on the overdue amount at the rate of 4% above the Bank of England base rate until settlement is made (monthly compound interest will accrue daily); or

(b) claim interest and statutory compensation from the Customer pursuant to the Late Payment of Commercial Debts (Interest) Act 1998.

9.6 The Provider reserves the right to suspend access to the Hosted Service, ROTA Technology, the platform or any Services to be provided under a Statement of Work or any agreement between the parties where the Customer fails to pay any invoices in accordance with the terms of this agreement.

10. Providers Further obligations

10.1 The Provider will make ROTA Technology available to the Customer and each of its contracted Resource Service Providers under the terms of this Agreement.

10.2 The Provider will provide training to the Customer to set up their selected Resource Service Providers, or Other Workforce Suppliers the Customer wishes to utilise to enable them to provide resource to the Customer as the Customer requests.

10.3 The Provider will agree and deliver Training in accordance to the SoW and support the implementation of the Services as agreed with the Customer.

11. Customer additional Obligations

11.1 The Customer will authorise, approve or adjust the time and attendance hours recorded for each Resource using the technology and ROTA Technology. If the Customer fails to approve or authorise within 48hours of the last recorded week ended Saturday time then the Provider will "auto-authorise" the record as the agreed time and Shift undertaken. Where such time has been authorised the Customer

acknowledges this is the Shift and assignment details that will be utilised for the Customer, their Resource they work are utilising for the Shifts and assignments posted on the technology. Historic adjustments to time and attendance will be separately managed by the Customer and Resource.

11.2 The Customer undertakes to ensure trainees are nominated and attend the agreed training schedules during the training and implementation. The Customer also will ensure resources are designated to implement the technology and to ensure that deliverables agreed and required to go-live are timely executed and undertaken.

11.3 The Customer undertakes to only allow access to the Provider technology to their own staff and restrict and manage access to the technology to their own employees or Resource and to disallow access to non authorised users.

11.4 The Customer shall immediately remove access rights in respect of any person who is an unauthorised user of the ROTA Technology and Apps if that person's employment or engagement terminates with the Customer

12. Provider's confidentiality obligations

12.1 The Provider must, post termination and during the contract term:

(a) keep the Customer Confidential Information strictly confidential;

(b) not disclose the Customer Confidential Information to any person without the Customer's prior written consent, and then only under conditions of confidentiality approved in writing by the Customer;

(c) use the same degree of care to protect the confidentiality of the Customer Confidential Information as the Provider uses to protect the Provider's own confidential information of a similar nature, being at least a reasonable degree of care;

(d) act in good faith at all times in relation to the Customer Confidential Information; and

(e) not use any of the Customer Confidential Information for any purpose other than the Permitted Purpose;

(f) enable the removal and scrubbing of Personal Data from the Hosted Service on a duly authorised request while retaining such data as required to identify the person in accordance with the Data Protection Law for no longer than is necessary.

12.2 Notwithstanding Clause 12.1, the Provider may on agreement disclose the Customer Confidential Information to the Provider's officers, employees, professional advisers, insurers, agents and subcontractors who have a need to access the Customer Confidential Information for the performance of their work with respect to the Permitted Purpose and who are bound by a written agreement or professional obligation to protect the confidentiality of the Customer Confidential Information.

12.3 This Clause 12 imposes no obligations upon the Provider with respect to Customer Confidential Information that:

(a) is known to the Provider before disclosure under this Agreement and is not subject to any other obligation of confidentiality;

(b) is or becomes publicly known through no act or default of the Provider; or

(c) is obtained by the Provider from a third party in circumstances where the Provider has no reason to believe that there has been a breach of an obligation of confidentiality.

12.4 The restrictions in this Clause 12 do not apply to the extent that any Customer Confidential Information is required to be disclosed by any law or regulation, by any judicial, governmental or appointed officer of court order or request, or pursuant to disclosure requirements relating to the listing of the stock of the Provider on any recognised stock exchange.

12.5 The provisions of this Clause 12 shall continue in force for a period of 12 years following the termination or expiration of this Agreement, at the end of which period they will cease to have effect.

13. Data protection

13.1 Each party agrees to carry out all processing of Personal Data of the other party pursuant to this Agreement and the other party's written instructions from time to time and warrants that any Personal Data provided has been fairly and lawfully obtained and has (to the extent relevant) complied with Data Protection Laws and holds the required authority and consents to provide the Personal Data to the other party to use for the purposes for that it was provided.

13.2 In respect of Customer Data, the Provider acknowledges that:

13.2.A the Customer will be the data controller; and

13.2.B the Provider will be the data processor.

13.3 The Provider will at all times:

13.3.A to the extent legally compliant and practicable that any Customer Data is stored on or processed using any

of the Provider equipment, to have in place appropriate technical and organisational security measures designed to protect the Customer Data against unauthorised or unlawful processing; and

13.3.B provide access to the Customer Data only to those who need to have access to assist the Provider in performing its obligations.

13.4 The Provider will notify the Customer of any:

13.4.A request for disclosure of Customer Data received from a law enforcement authority or any notice or communication from any supervisory or government authority which relates to the processing of Customer Data;

13.4.B complaint, notice or communication which relates to the processing of Customer Data or to either party's compliance with Data Protection Laws.

13.5 Each party agrees that it will:

13.5.A promptly carry out any request from the other party requiring that party to delete or return the other party's Personal Data;

13.5.B not transfer, use or process the other party's Personal Data outside the European Economic Area unless and to the extent expressly authorised by the other party.

13.6 The Customer expressly acknowledges and agrees that it has the authority and all necessary consents that may be required to transfer and allow the Provider to use and process all Personal Data provided to the Provider by the Customer.

13.7 Notwithstanding anything to the contrary in this clause 13, nothing in this Agreement shall require the Provider to modify the ROTA Technology or to undertake any technical work relating to the ROTA Technology in response to requests or instructions relating to the processing of the Customer Data including any Personal Data.

14. Warranties

14.1 The Provider warrants to the Customer that:

(a) the Provider has the legal right and authority to enter into this Agreement and to perform its obligations under this Agreement;

(b) the Provider will comply with all applicable English legal and regulatory requirements applying to the exercise of the Provider's rights and the fulfilment of the Provider's obligations under this Agreement; and

(c) the Provider has or has access to all necessary know-how, expertise and experience to perform its obligations under this Agreement.

14.2 The Provider warrants to the Customer that:

(a) the ROTA Technology and Hosted Services will materially conform with the Services Specification;

(b) it shall provide the Support Services with reasonable skill and care;

(c) it shall use reasonable endeavours to comply with the security measures;

(d) it shall use reasonable endeavours to ensure as far as practicable that the ROTA Technology will be free from viruses, worms, Trojan horses, ransomware, spyware, adware and other malicious software programs.

14.3 If the Provider reasonably determines, or any third party alleges, that the use of the Hosted Services by the Customer in accordance with this Agreement infringes any person's Intellectual Property Rights, the Provider may at its own cost and expense:

(a) modify the Hosted Services in such a way that they no longer infringe the relevant Intellectual Property Rights; or

(b) procure for the Customer the right to use the Hosted Services in accordance with this Agreement.

14.4 The Customer warrants to the Provider that it has the legal right and authority to enter into this Agreement and to perform its obligations under this Agreement.

14.5 All of the parties' warranties and representations in respect of the subject matter of this Agreement are expressly set out in this Agreement. To the maximum extent permitted by applicable law, no other warranties or representations concerning the subject matter of this Agreement will be implied into this Agreement or any related contract.

14.6 Neither party has received or been offered any illegal or improper bribe, kickback, payment, gift, or thing of value from an employee or agent of the other party in connection with this Agreement. Reasonable gifts and entertainment provided in the ordinary course of business do not violate the above restriction.

15. Acknowledgements and warranty limitations

15.1 The Customer acknowledges that complex software is never wholly free from defects, errors and bugs; and subject to the other provisions of this Agreement, the Provider gives no warranty or representation that the Hosted Services will be wholly free from defects, errors and bugs.

15.2 The Customer acknowledges that complex software is never entirely free from security vulnerabilities; and subject to the other provisions of this Agreement, the Provider gives no warranty or representation that the Services will be entirely secure.

15.3 The Customer acknowledges that the Hosted Services are designed to be compatible only with that software and those systems specified as compatible in the Hosted Services Specification; and the Provider does not warrant or represent that the Hosted Services will be compatible with any other software or systems.

15.4 The Customer acknowledges that the Provider will not provide any legal, financial, accountancy or taxation advice under this Agreement or in relation to the Services.

15.5 The Customer acknowledges that all legal, financial, accountancy and tax liabilities remain the responsibility of the Customer relating to any Resource, service provider, client, natural or legal person provided by any company, including but not limited to the Resource Service Provider, the Customer, or other Workforce Supplier, other person, external body or legal entity to include local tax requirements and those applied by Her Majesty's Revenue and Customs and that the Provider shall remain indemnified of all and any responsibility to the same in sum and to all parts in its payment relationship with a Resource provider.

15.6 The Customer acknowledges that subject to the Customer's prior consent, the Provider may use the Customer's logo and names on their marketing material.

15.7 The Customer acknowledges and agrees that the Provider is only responsible for making available the Hosted Services and the ROTA Technology and that the Customer, Resource Service Provider or Other Workforce Supplier shall be responsible for the Resource engaged via the ROTA Technology (including, without limitation, the provision of insurance and other requirements).

15.8 The Customer acknowledges and agrees that the Provider has no management responsibility towards any Resource Service Provider, natural or legal person(s), other Workforce Supplier or any Resource provided by the same. Only where a direct Resource relationship applies under an agreement separate to this one will the Provider have any responsibility towards any Resource provided to the Customer and that is to be limited to only the Resource directly supplied to the Customer by the Provider from its own books.

15.9 The Customer agrees to indemnify, defend and hold harmless the Provider and its officers, subsidiaries, affiliates, successors, assigns, directors, officers, agents, service providers and employees from and against any and all claims, losses, expenses or demands of liability, including reasonable legal fees and costs incurred by the Provider in connection with any claim by a third party (including an intellectual property claim) arising out of: (i) the materials and content, including but not limited to ratings, submitted, posted or transmitted through the ROTA Technology on the Customer's Account, or (ii) the Customer's use of the ROTA Technology or the Hosted Services in violation of this Agreement or any applicable law.

15.10 The Provider reserves the right, at its reasonable discretion, to apply procedures to detect and prevent breaches of this Agreement or to monitor use of the ROTA Technology and Hosted Services generally.

16. Limitations and exclusions of liability

16.1 Nothing in this Agreement will:

(a) limit or exclude any liability for death or personal injury resulting from negligence;

(b) limit or exclude any liability for fraud or fraudulent misrepresentation;

(c) limit any liabilities in any way that is not permitted under applicable law; or

(d) exclude any liabilities that may not be excluded under applicable law.

16.2 The limitations and exclusions of liability set out in this Clause 16 and elsewhere in this Agreement:

(a) are subject to Clause 16.1; and

(b) govern all liabilities arising under this Agreement or relating to the subject matter of this Agreement, including liabilities arising in contract, in tort (including negligence) and for breach of statutory duty, except to the extent expressly provided otherwise in this Agreement.

16.3 Neither Party shall in any circumstances have any liability for any losses or damages which may be suffered by the other party, 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:

(a) any losses arising out of a Force Majeure Event;

(b) any loss of profits or anticipated savings;

(c) any loss of revenue or income.

(d) any loss of use or production.

(e) any loss of business, contracts or opportunities.

(f) any loss or corruption of any data, database or software.

(g) any special, indirect or consequential loss or damage even if the other party was aware of the circumstances in which such special damage could arise.

16.4 Nothing contained in this Agreement shall in any way constitute any Resource as the employee or worker of the Provider.

16.5 The agreement governs the relationship between the Provider and the Customer for the provision of the Services. The Customer acknowledges and agrees that it has separate contracts with each of its Resource Service Providers, Other Workforce Supplier, partners, clients or and Resources governing the engagement, sourcing, introduction or supply of the Resources. Accordingly, the Provider does not accept any responsibility or liability for the accounts or omissions of any of the Agencies and Resource they supply. Such to include, but not be limited as Agency Workers Regulations, Employment Agencies Regulations, all other Statutory and legislative requirements that exist between the Customer and the selected Agency or Resource and related to their provision of Resource.

16.6 The total liability of the Provider, whether in contract, tort (including negligence) or otherwise and whether in connection with this Agreement or any collateral contract, shall in no circumstances exceed a sum equal to the Fee or £100,000, whichever is less; and

- (a) the Customer agrees that, in entering into this Agreement, 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 this licence or (if it did rely on any representations, whether written or oral, not expressly set out in this licence) that it shall have no remedy in respect of such representations; and
- (b) the Provider shall have no liability in any circumstances otherwise than in accordance with the express terms of this Agreement.

17. Force Majeure Event

17.1 If a Force Majeure Event gives rise to a failure or delay in either party performing any obligation under this Agreement, that obligation will be suspended for the duration of the Force Majeure Event.

17.2 A party that becomes aware of a Force Majeure Event which gives rise to, or which is likely to give rise to, any failure or delay in that party performing any obligation under this Agreement, must:

- (a) promptly notify the other; and
- (b) inform the other of the period for which it is estimated that such failure or delay will continue.

17.3 A party whose performance of its obligations under this Agreement is affected by a Force Majeure Event must take reasonable steps to mitigate the effects of the Force Majeure Event.

18. Termination

18.1 Either party may terminate this Agreement by giving the other no less than 3 months written notice prior to the executable end term date of the Statement of Work. Where notice is not given the contract will naturally roll under the same terms unless otherwise agreed in writing for a further 12 month contracted period.

18.2 Either party may terminate this Agreement immediately by giving written notice of termination to the other party if the other party commits a breach of this Agreement and such breach is not capable of remedy within 30 days of notification by the other party.

18.3 Either party may terminate this Agreement immediately by giving written notice of termination to the other party if:

- (a) the other party:
 - (i) is dissolved;
 - (ii) ceases to conduct all (or substantially all) of its business;
 - (iii) is or becomes unable to pay its debts as they fall due in the ordinary course of business;
 - (iv) is or becomes insolvent or is declared insolvent; or
 - (v) convenes a meeting or makes or proposes to make any arrangement or composition with its creditors;
- (b) an administrator, administrative receiver, liquidator, receiver, trustee, manager or similar is appointed over any of the assets of the other party;
- (c) an order is made for the winding up of the other party, or the other party passes a resolution for its winding up; or
- (d) if that other party is an individual:
 - (i) that other party dies;
 - (ii) as a result of illness or incapacity, that other party becomes incapable of managing his or her own affairs; or
 - (iii) that other party is the subject of a bankruptcy petition or order.

19. Effects of termination

19.1 Upon the termination of this Agreement, all of the provisions of this Agreement shall cease to have effect, save that the following provisions of this Agreement shall survive and continue to have effect (in accordance with their express terms or otherwise indefinitely): Clauses 1, 3.11, 6.1, 7.2, 9.2, 9.4, 10, 14, 17, 20 and 21.

19.2 Except to the extent that this Agreement expressly provides otherwise, the termination of this Agreement shall not affect the accrued rights of either party.

19.3 Within 30 days following the termination of this Agreement for any reason:

- (a) the Customer must pay to the Provider any Charges in respect of Services provided to the Customer before the termination of this Agreement; and
- (b) the Provider must refund to the Customer any Charges paid by the Customer to the Provider in respect of Services that were to be provided to the Customer after the termination of this Agreement, without prejudice to the parties' other legal rights.

20. Notices

20.1 Any notice from one party to the other party under this Agreement must be given by email to the addresses detailed in the SoW providing that, if the stated time of deemed receipt is not within Business Hours, then the time of deemed receipt shall be when Business Hours next begin after the stated time.

20.2 Contact details for notices shall be set out in in each individual SoW.

21. Subcontracting

21.1 The Provider may subcontract any of its obligations under this Agreement.

21.2 The Provider shall remain responsible to the Customer for the performance of any subcontracted obligations.

21.3 Notwithstanding any other provision of this Agreement, the Customer acknowledges and agrees that the Provider may subcontract to any reputable third-party hosting business the hosting of the ROTA Technology and the provision of services in relation to the support elements of the Platform.

22. General

22.1 No breach of any provision of this Agreement shall be waived except with the express written consent of the party not in breach.

22.2 If any provision of this Agreement is determined by any court or other competent authority to be unlawful and/or unenforceable, the other provisions of this Agreement will continue in effect. If any unlawful and/or unenforceable provision would be lawful or enforceable if part of it were deleted, that part will be deemed to be deleted, and the rest of the provision will continue in effect (unless that would contradict the clear intention of the parties, in which case the entirety of the relevant provision will be deemed to be deleted).

22.3 This Agreement may not be varied except by a written document signed by or on behalf of each of the parties.

22.4 Neither party may without the prior written consent of the other party assign, transfer, charge, license or otherwise deal in or dispose of any contractual rights or obligations under this Agreement.

22.5 This Agreement is made for the benefit of the parties and is not intended to benefit any third party or be enforceable by any third party. The rights of the parties to terminate, rescind, or agree any amendment, waiver, variation or settlement under or relating to this Agreement are not subject to the consent of any third party.

22.6 This Agreement shall constitute the entire agreement between the parties in relation to the subject matter of this Agreement, and shall supersede all previous agreements, arrangements and understandings between the parties whether written or oral (including, without limitation, any terms and conditions submitted by the Provider to the Customer or signed by the parties as part of its bid for the provision of the Services) in respect of that subject matter. 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. The foregoing shall not limit either party's liability for its own fraud.

22.7 This Agreement shall be governed by and construed in accordance with English law.

22.8 The courts of England shall have exclusive jurisdiction to adjudicate any dispute arising under or in connection with this Agreement.

22.9 The Clause headings do not affect the interpretation of this Agreement.

22.10 In this Agreement, general words shall not be given a restrictive interpretation by reason of being preceded or followed by words indicating a particular class of acts, matters or things.

22.11 Each of the parties acknowledges and agrees that in entering into this Agreement it does not rely on any undertaking,

promise, assurance, statement, representation, warranty or understanding (whether in writing not) of any person (whether party this Agreement or not) relating to the subject matter of this Agreement.

23. Applicable Schedules & Policies

23.1 The parties agree that the following Schedules and policies shall applicable and binding to this Agreement and any terms between the parties:

- (a) [Schedule 1 - [Information and Security Measures](#)]
- (b) [Schedule 2 - [Acceptable Use Policy](#)]
- (c) [Schedule 3 - [Security Access Policy](#)]
- (d) [Schedule 4 - [Support Service Levels](#)]
- (e) [Appendix 1 - [Disaster Recovery Policy](#)]
- (f) [Appendix 2 - [Change Management and Control Policy](#)]
- (g) [Appendix 3 - [General Data Protection Regulations Policy](#)]