

acom^s

Your Support Agreement

Here when you need us.



Acomos™ is a leading technology platform providing software services to the hotel and leisure industry. This document outlines our commitments to you for the support and assistance of its ACOMOS™ portfolio of software content.

**Your support is available 24-hours,
7 days a week.**

Who benefits and how?

Senior leadership team

Our expert team will help you maximise the impact of ACOMOS™ in your organisation and to enhance the experience of your guests. Your dedicated ACOMOS™ Account Manager (AAM) will assist you with understanding the breadth of ACOMOS™ at a strategic level and advise on how it can be used most effectively to meet your organisation priorities.

ACOMOS™ support can assist with the effective leadership of your organisation so that you have the evidence required in one place and the ability to share information with relevant stakeholders.

Guest managers

Ease your daily workload and maximise the use of your data, knowing that you'll receive personalised, comprehensive support for ACOMOS™ software and all ACOMOS™ modules. Our regular communications and updates will enable you to better meet the needs of your workforce by ensuring that every guest's progress is tracked, helping to inform your reservation planning. Our support will provide you with expert assistance for all your ACOMOS™ modules.

Administrative staff

Our service desk staff are on hand to answer your ACOMOS™ questions, helping you to streamline your processes and reduce the time you spend on administrative tasks. You'll receive regular communications and updates from your dedicated ACOMOS™ Account Manager to support key tasks such as end-of-day returns, managing hotel occupancy and highlighting new features within ACOMOS™. Your AAM will share updates and provide tips on how to get the most from ACOMOS™, ensuring you can access the information you need for each individual guest.

General Managers

Your ACOMOS™ Account Manager can advise you on how best to maximise your investment in ACOMOS™, providing the expertise and guidance you need to ensure the effective use of data in your organisation. We'll advise you on how to utilise ACOMOS™ to drive efficiencies and help your budget go further. With our expertise you can ensure resources are put to the best possible use and evidence the impact of your spend.



Why **acomos**TM support?

We have a customer service level commitment (SLC) in place, to ensure that we deliver great customer service.

'Response' means initial contact from ACOMOSTM regarding your case via email or telephone.

'Resolution' means a solution is offered. If a visit is required, then the case will be put into a state of 'wait' until the visit has been carried out.

'Committed' times are the percentage of times we must meet these response and resolution targets over the course of your contract as part of our SLC.

Priority	Definition	RESPONSE TIME	
		Business Hours	Out of Hours
1 Urgent	System down – server/software not accessible across the company/group.	Immediate	Immediate
2 Urgent	Business outage or significant customer impact that threatens productivity.	Immediate	Immediate
3 High	High-impact problem where production is proceeding, but in a significantly impaired fashion; there is a time-sensitive issue important to long term productivity that is not causing an immediate work stoppage; or there is significant customer concern.	Within 1 hour	Within 1 hour
4 Medium	Issue that does not have significant current productivity impact. Client can continue working as normal.	Within 4 hours	Within next business day
5 Low	Issue requiring no further action beyond monitoring for follow-up, if needed	Within 1 business day	Within next business day
6 Low	Informational - request for information only	Within 2 business days	Within next 2 business days

Service desk

Opening hours

The enhanced support service desk is available by telephone, email or voicemail 24 hours a day, 7 days per week.

We operate **normal business hours** between **9:00am and 5:30pm** and **out of hours** between **5:30pm to 9:00am**.

- Main service desk: +44 (0) 330 025 2030
- Live chat available on our website www.acomos.com
- Email: support@acomos.com

For further information on your agreement, please call +44 (0) 330 025 2030

Case logging process

All cases are logged, and a unique reference number is allocated to each case. The service desk will endeavour to resolve a case at first contact. If the case cannot be resolved immediately, a specialist will own and manage this through to resolution. Contact will be maintained throughout the resolution process.

Customer feedback

As part of our ACOMOSTM Service Desk Survey we asked all customers logging a case to tell us how we did.

"I have nothing but praise for Gareth. He has been communicative, on the ball, empathetic and has managed my expectations well (not an easy task) and I believe Gareth has proved himself as 'the go to' for everyone on my reception team"

- The Lion Inn, Chelmsford





Your ACOMOS™ Support

Your ACOMOS™ Support offers experienced service desk analysts to support ACOMOS™ and preferential rates for training courses, consultancy and onboarding. This support contract includes:

Keeping you informed and up to date

A dedicated ACOMOS™ Account Manager (AAM) – you will have access to a named AAM who has a real understanding of hospitality changes. Your AAM will assist you in understanding the breadth of ACOMOS™ and how the effective use of ACOMOS™ can support your organisation priorities.

Support for hosted ACOMOS™ – for organisations with hosted ACOMOS™ you can access ACOMOS™, and all its features and functionality, from any Internet-connected device, wherever you are. You'll save time maintaining your IT systems, and we manage your ACOMOS™ upgrades, back-ups, update file sets and apply patches as required. You'll also have access to guidance documentation and webinars providing top tips for staff new to hosted ACOMOS™ and to support routine tasks such as setting up and managing new users.

Expert service desk support

Personalised support – from a service desk analyst who will talk through your case and, if required, access your system remotely to provide a resolution.

Support for ACOMOS™ content suite – our experienced staff will provide comprehensive support for your ACOMOS™ software content. All ACOMOS™ content is covered by this agreement.

ACOMOS™ content suite update management – we will advise you of any changes to the ACOMOS™ content suite to enable you to carry out updates promptly when they are made available to you.

Database recovery service – this service is designed to assist you to recover, from backup media, ACOMOS™ data lost or compromised during a major system failure. However, ACOMOS™ is not responsible for the integrity of the ACOMOS™ databases. If a visit is required, this will be chargeable.

Preferential rates - As a support customer, you will benefit from preferential rates on training, organisation-based consultancy and onboarding provided by ACOMOS™.



Your support at a glance



A dedicated ACOMOS™ Account Manager (AAM)

- Strategic support - to maximise the benefits of your support consultancy visits
- Guidance documentation, newsletters and webinars
- Senior leadership team overviews - delivered by your AAM
- Onsite visits

Expert service desk support for ACOMOS™ content

- Personalised support
- Telephone support
- Remote support via Live Chat
- Email support

General advice on systems and software, including:

- Hardware systems
- Peripherals such as tills, gateways, printers and scanners
- Backup software and operating systems
- System security and antivirus software

Master Subscription Agreement (MSA)

1. SCOPE.

This Master Subscription Agreement (“Agreement”) is between ACOMOS™ a trading name of Guestmaster International Ltd located at Eastside, Platform 1, Kings Cross, London N1C 4AX (“ACOMOS™”) and the customer (“Customer”) identified on the order form (“Order”). Under this Agreement, the Customer may order subscriptions to ACOMOS™’s Software (as defined in Section 3.1, below); related support and maintenance services (“Support Agreement”); and consulting, onboarding, and other professional services (collectively, “Professional Services”). The Support Agreement and Professional Services are collectively referred to herein as “Services.” The specifics of each Customer purchase will be set forth in an Order that references this Agreement and is executed by the Customer. The Customer’s execution of an Order constitutes a binding commitment to purchase the items described on the Order under the terms and conditions of this Agreement.

The Terms of this Agreement may be revised from time to time without notice, and the then-current version of the Terms will apply to the Agreement between ACOMOS™ and the Customer.

2. DELIVERY AND ACCEPTANCE.

Upon the Customer’s execution of an Order and payment of any required initial Fees (as defined in Section 14.1, below) due under such Order, ACOMOS™ will make the Software available to the Customer. The Software is deemed accepted upon delivery to the Customer, provided that such acceptance shall not in any way impact the warranties set forth in Section 8, below.

3. SUBSCRIPTION AND RESTRICTIONS.

3.1 Definitions. These terms apply to this Agreement, the Order, and any other agreement between the Customer and ACOMOS™.

(a) “Concurrent User” means any type of User authorised by the Customer to access and use the Software on the Customer’s behalf simultaneously at a given point in time.

(b) “The Customer Group” means the Customer’s business units, subsidiaries, and Joint Ventures listed in the Order (if applicable) that are permitted to authorise Users to create Projects in the Software on behalf of those business units, subsidiaries, and Joint Ventures.

(c) “Documentation” means the written descriptions and instructions applicable to the Software and available to the The Customer in MyAcomos, ACOMOS™’s online the Customer portal, at <http://myacomos.acomos.com>.

(d) “Joint Venture” means a business arrangement in which the Customer and one or more other parties agree to pool their resources to accomplish a Project or other commercial enterprise.

(e) “Named User” means any type of User designated by the Customer by name or other identifier to access and use the Software on the Customer’s behalf.

(f) “Project” means the onboarding of a single or multiple site of the Customer or those sites of a Joint Venture.

(g) “Software” means the software or software-as-a-service provided by ACOMOS™, including all updates and upgrades provided under the Support Agreement and any customisations or modifications developed during ACOMOS™’s provision of Professional Services.

(h) “Subsidiary” means any company that the Customer holds a majority of the voting rights in, is a member of and has the right to appoint or remove a majority of its board of directors, is a member of and controls alone, pursuant to an agreement with other members, a majority of the voting rights; or any company that is a subsidiary of a company that is itself a subsidiary of the Customer.

(i) “Users” means any employee or independent contractor of the Customer or a member of The Customer Group (if applicable), or an employee or independent contractor of any contractor, supplier, or vendor who is authorised by the Customer or The Customer Group (if applicable) to access and use the Software on behalf of the Customer or The Customer Group.

3.2 Subscription. Subject to the Customer’s compliance with this Agreement, ACOMOS™ will make the Software available to the Customer for the Term (as defined in Section 13.1, below) to (i) access and use the Software for the Customer’s and The Customer Group’s (if applicable) own business purposes and (ii) allow the number of and, if applicable, type of Users stated in the Order to access and use the Software (“Subscription”) in accordance with the Documentation. If the Customer purchases a Subscription for a specific Project, as set forth in an Order, that Subscription may be used solely in connection with the Project named on that Order. The Software is located on servers that are controlled by ACOMOS™. The Customer has no right to receive a copy of the object code or source code to the Software.

3.3 Subscription Restrictions. Except as otherwise expressly permitted under this Agreement, the Customer agrees not to: (a) reverse engineer or otherwise attempt to discover the source code of or trade secrets embodied in the Software (or any portion thereof); (b) distribute, transfer, grant sublicenses to, sell, rent, lease, or otherwise make available the Software or any portion thereof to third parties, including as an application service provider, service bureau, or rental source; (c) embed or incorporate in any manner the Software into other applications of the Customer or third parties other than as authorised in applicable Documentation; (d) create modifications to or derivative works of the Software; (e) reproduce the Software; (f) attempt to modify, alter, or circumvent any license control and protection mechanisms within the Software; (g) use or transmit the Software in violation of any applicable law, rule, or regulation; (h) intentionally access, use, or copy any portion of the Documentation or the Software to directly or indirectly develop, promote, distribute, sell, or

support any product or service that is competitive with the Software; or (i) remove, obscure, or alter any copyright notices or any name, trademark, service mark, tagline, hyperlink, or other designation included on any display screen within the Software (“ACOMOS™ Marks”). The Customer shall not permit any third party to perform any of the foregoing actions and shall be responsible for all damages and liabilities incurred as a result of such actions.

3.4 Exceeding Scope of Use. The Customer is responsible for managing use and access to the Software based on the scope of the Subscription set forth in this Agreement and the applicable Order, including but not limited to adding and removing Named Users (if applicable) and configuring Users’ access to functionality or modules in the Software (“Software Scope”). If the Customer exceeds the Software Scope during the Term, ACOMOS™ may invoice The Customer for the use that exceeded the Software Scope at ACOMOS™’s then current list price. The Customer agrees to pay such invoice in accordance with this Agreement. If the Customer wishes to increase its license or subscription, The Customer must sign a new order and pay the applicable Fees.

3.5 Acceptable Use and Terms of Use. The Customer will comply with and will be responsible for its Users’ compliance with the terms and conditions of this Agreement, ACOMOS™’s acceptable use policy available at: <https://acomos.com/legal/agreements-and-terms> (“AUP”), and all applicable laws and regulations with respect to use of the Software and Services (“Laws”). The Customer shall be responsible for all any and all Losses (as defined in Section 10, below) incurred by ACOMOS™ as a result of The Customer’s or any User’s failure to comply with this Agreement, the AUP, or applicable Laws. Before accessing the Software, each User may be required to accept terms of service, if applicable for the Software.

3.6 Privacy Notice. The Customer acknowledges ACOMOS™’s Privacy Notice available at: <https://acomos.com/legal/privacy-notice>.

3.7 Third-Party Software. The Software contains software that is manufactured by a third party and not by ACOMOS™ (“Third Party Software”), which ACOMOS™ provides in connection with the Software. If set forth in an Order, access to and use of the Third-Party Software is subject to and governed by the applicable third-party terms available at: <https://acomos.com/legal/agreements-and-terms>.

4. SUPPORT AGREEMENT.

ACOMOS™ will provide the Customer with the Support Agreement in accordance with the terms and conditions described at: <https://acomos.com/legal/agreements-and-terms> (“Support Agreement Terms”)

5. PROFESSIONAL SERVICES.

5.1 Statement of Works. If purchased by the Customer, ACOMOS™ or its authorised service providers will provide Professional Services to

The Customer described in a statement of work ("SOW") or an Order on a mutually agreeable schedule. The Professional Services may include configuration, onboarding, training, or other consultation related to the Software that The Customer has received from ACOMOS™ under an Order. Any changes in scope will be made in writing and must be approved by authorised representatives of the Customer and ACOMOS™. All Professional Services fees are paid in advance. Any prepaid Professional Services hours not used within 90 days of The Customer's signature on an Order or SOW for such Professional Services hours will expire. All unused Professional Services fees are non-refundable.

5.2 The Customer Responsibilities. The Customer shall make available all information, data, facilities, and personnel support reasonably requested by ACOMOS™ to perform the Professional Services ("The Customer Materials"). The Customer grants ACOMOS™ a limited right to use the Customer Materials solely for the purpose of performing the Professional Services hereunder. The Customer represents and warrants that it has all rights necessary in the Customer Materials to provide them to ACOMOS™ for such purpose. The Customer shall provide ACOMOS™ with safe access to The Customer's premises as reasonably required for ACOMOS™ to perform the Professional Services, if onsite performance of Professional Services is needed and agreed to by the Customer. ACOMOS™ personnel shall comply with the reasonable written rules and regulations of the Customer related to use of its premises, provided that such written rules and regulations are provided to ACOMOS™ prior to commencement of the Professional Services. ACOMOS™ shall not be responsible for failures or delays in performing the Professional Services due to The Customer's failure or delay to provide access to The Customer Materials or The Customer premises.

6. PUBLICITY.

During the Term of this Agreement, The Customer hereby agrees that ACOMOS™ may include The Customer's name and logo as a Customer on the ACOMOS™ website and in other materials promoting ACOMOS™ products and services.

7. PROPRIETARY RIGHTS.

As between the parties, ACOMOS™ and its suppliers will retain all ownership rights in and to the ACOMOS™ Marks, the Software, the Documentation, any enhancements, modifications, or derivative works of the Software and Documentation, the Results (as defined in Section 11.2, below), and any customisations, documentation, or other ideas, know-how, works, or inventions created or developed by ACOMOS™ or its employees, contractors, or agents in the course of providing Professional Services to The Customer, and all intellectual property rights incorporated into or related to the foregoing, including but not limited to patent, copyright, trade secret, and trademark rights. The Customer acknowledges that the goodwill associated with the ACOMOS™ Marks belongs exclusively to ACOMOS™ and, upon request, the Customer will modify or cease its use of any ACOMOS™ Marks. All rights not expressly licensed by ACOMOS™ under this Agreement are reserved.

8. WARRANTIES AND DISCLAIMER.

8.1 Limited Software Warranty. ACOMOS™ warrants that, for a period of 90 days after the Software is first made available to The Customer and as initially delivered, the Software will perform substantially in accordance with the Documentation. In the event that the Software does not meet this warranty, The Customer must notify ACOMOS™ within 10 days of the issue and provide ACOMOS™ with sufficient detail to allow ACOMOS™ to reproduce the issue. As the Customer's sole and exclusive remedy for any breach of this warranty, and as ACOMOS™'s entire liability in contract, tort, or otherwise, ACOMOS™ will correct such breach by issuing corrected instructions, a restriction, or a bypass, or by replacing the Software. ACOMOS™ provides no warranty and will not be liable to the extent that any breach of the foregoing warranty is caused by (a) Third Party Software or services (including in combination with the Software) not provided by ACOMOS™; (b) modifications to the Software, other than upgrades or updates provided by ACOMOS™; (c) unauthorized use or use of the Software other than in accordance with this Agreement and Documentation; or (d) viruses introduced by The Customer or its agents or Users.

8.2 Limited Professional Services Warranty. ACOMOS™ warrants that it will provide the Professional Services in a professional and workmanlike manner and to standards not less than those generally accepted in the industry. In the event that any Professional Services do not meet this warranty, the Customer must notify ACOMOS™ within 10 days of delivery of the nonconforming Professional Services and provide ACOMOS™ with sufficient detail to allow ACOMOS™ to identify the non-conforming Professional Services. As the Customer's sole and exclusive remedy for any breach of this warranty, and as ACOMOS™'s entire liability in contract, tort, or otherwise, ACOMOS™ will re-perform the Professional Services that do not meet this limited warranty.

8.3 Other Warranties. Each party represents and warrants that: (a) it has the full power and authority to enter into this Agreement and to carry out its respective obligations and (b) it has complied, and will in the future comply, with all applicable Laws in connection with the execution, delivery, and performance of this Agreement.

8.4 Disclaimer. THE EXPRESS WARRANTIES IN SECTION 8 ARE THE EXCLUSIVE WARRANTIES AND REPRESENTATIONS OFFERED BY ACOMOS™, AND ALL OTHER REPRESENTATIONS AND WARRANTIES, INCLUDING, WITHOUT LIMITATION, THOSE OF FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, ACCURACY, QUIET ENJOYMENT, TITLE, MERCHANTABILITY, AND THOSE THAT ARISE FROM ANY COURSE OF DEALING OR COURSE OF PERFORMANCE ARE HEREBY DISCLAIMED. ACOMOS™ DOES NOT WARRANT THAT THE SOFTWARE OR SERVICES WILL MEET THE CUSTOMER'S REQUIREMENTS OR THAT THE CUSTOMER'S USE OF THE SOFTWARE WILL BE UNINTERRUPTED OR ERROR-FREE, OR THAT ERRORS WILL BE CORRECTED. THE CUSTOMER IS SOLELY RESPONSIBLE FOR CONFIRMING THE SUITABILITY OF THE SOFTWARE TO MEET THE CUSTOMER'S COMPLIANCE OBLIGATIONS AND OTHER REQUIREMENTS. ANY FORMS,

POLICIES, OR OTHER MATERIALS PROVIDED BY ACOMOS™ THROUGH THE SOFTWARE OR DOCUMENTATION ARE NOT INTENDED AND SHOULD NOT BE RELIED UPON AS LEGAL ADVICE OR LEGAL OPINION. THE CUSTOMER SHOULD CONSULT ITS OWN LEGAL COUNSEL REGARDING THE USE OF ANY SUCH MATERIALS. 9. LIMITATIONS ON LIABILITY. ACOMOS™'S CUMULATIVE LIABILITY TO THE CUSTOMER OR ANY THIRD PARTY FOR ALL CLAIMS IN ANY WAY ARISING OUT OF OR RELATING TO THIS AGREEMENT, THE SOFTWARE, AND SERVICES, REGARDLESS OF THE FORM OR THEORY OF ACTION (INCLUDING BREACH OF CONTRACT, STRICT LIABILITY, TORT (INCLUDING NEGLIGENCE), OR ANY OTHER LEGAL OR EQUITABLE THEORY), SHALL NOT EXCEED THE TOTAL AMOUNT OF THE FEES PAID TO ACOMOS™ BY THE CUSTOMER FOR THE RELEVANT SOFTWARE OR SERVICES IN THE PRIOR 12 MONTHS. IN NO EVENT WILL ACOMOS™ OR ITS THIRD PARTY VENDORS HAVE ANY OBLIGATION OR LIABILITY FOR INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, PUNITIVE, OR AGGRAVATED DAMAGES, LOSS OF GOODWILL, LOSS OF DATA, OR ANTICIPATED PROFITS ARISING FROM OR RELATING TO THIS AGREEMENT, THE CUSTOMER'S USE OF OR THE PERFORMANCE OF THE SOFTWARE OR FROM THE SERVICES PROVIDED HEREUNDER, OR FOR ANY OTHER REASON, EVEN IF ACOMOS™ OR ITS THIRD PARTY VENDORS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH POTENTIAL LOSS OR DAMAGE. THE CUSTOMER ACKNOWLEDGES THAT THE FEES REFLECT THE ALLOCATION OF RISK SET FORTH IN THIS AGREEMENT AND THAT ACOMOS™ WOULD NOT ENTER INTO THIS AGREEMENT WITHOUT THESE LIMITATIONS. THE FOREGOING LIMITATION OF LIABILITY AND EXCLUSION OF CERTAIN DAMAGES SHALL APPLY REGARDLESS OF THE SUCCESS OR EFFECTIVENESS OF OTHER REMEDIES.

10. INDEMNIFICATION.

The Customer will defend at its own expense and indemnify ACOMOS™ against all claims, liabilities, losses, damages, costs, and expenses of whatever kind (including attorneys' fees, court costs, the costs of enforcing any right to indemnification, and the cost of pursuing any insurance providers) (collectively, "Losses") arising out of or relating to any claim or action against ACOMOS™ brought by a third party (including any User) to the extent that the action (including, but not limited, to any governmental investigations, complaints, and actions) relates to (a) any The Customer Data (as defined in Section 11.1, below) or (b) The Customer's or any User's use of the Software or Services in breach of this Agreement or applicable Law.

11. THE CUSTOMER DATA AND SECURITY.

11.1 The Customer Data. The Customer is solely responsible for any data, text, files, information, images, graphics, and other content or materials that its Users upload to the Software (collectively, "The Customer Data"). ACOMOS™ does not claim ownership of any The Customer Data. The Customer represents and warrants that: (a) all relevant third parties, including data subjects, have been informed of and have given their consent to ACOMOS™'s use, processing, and transfer of The Customer Data as required by applicable Laws and (b) all The Customer Data will comply with the AUP.

11.2 Use of The Customer Data. During the Term, The Customer grants ACOMOS™ a nonexclusive, worldwide, transferable, irrevocable right and license to use, store, reproduce, modify, distribute, transmit, and display the Customer Data solely for the purpose of providing, improving, and marketing Software and Services to The Customer. The Customer agrees that ACOMOS™ may collect and use The Customer Data and data derived from The Customer's and Users' use of the Software for its own internal business purposes, including, without limitation, for research and development purposes to improve the Software and Services and to identify industry trends. The Customer acknowledges that ACOMOS™ may use and disclose the reports and results of its findings related to such data in a de-identified and aggregated manner ("Results") for any purpose, including but not limited to commercial and marketing purposes.

11.3 Security. ACOMOS™, or its third party hosting provider(s), shall establish and maintain throughout the Term of this Agreement reasonable administrative, physical, and technical safeguards designed to protect (a) the security, confidentiality, and integrity of The Customer Data; (b) against anticipated threats or hazards to the security, confidentiality, and integrity of The Customer Data; (c) against unauthorized access to or use of The Customer Data; and (d) against unlawful processing accidental destruction or loss of The Customer Data.

11.4 Access. ACOMOS™'s authorised employees and contractors may from time to time require access to The Customer's hosted environment for the purpose of performing its obligations under this Agreement, including, but not limited to, the provision of Services. The Customer hereby grants access to ACOMOS™ for such purpose.

12. CONFIDENTIALITY.

For purposes of this Agreement, "Confidential Information" means any confidential, proprietary, and trade secret information of ACOMOS™ contained within the Software and Documentation, the terms and pricing of the Software and Services, and such other information identified by either party as confidential at the time of disclosure or that a reasonable person would consider confidential due to its nature and circumstances of disclosure. The receiving party shall preserve the confidentiality of the disclosing party's Confidential Information and treat such Confidential Information with at least the same degree of care that receiving party uses to protect its own Confidential Information, but not less than a reasonable standard of care. The receiving party will use the Confidential Information of the disclosing party only to exercise rights and perform obligations under this Agreement. Confidential Information of the disclosing party will be disclosed only to those employees and contractors of the receiving party with a need to know such information in connection with the receiving party's use of the Confidential Information in accordance with this Agreement. The receiving party shall not be liable to the disclosing party for the release of Confidential Information if such information: (a) was known to the receiving party on or before the date on which The Customer signed an Order without restriction as to use or disclosure; (b) is released into the public domain through no

fault of the receiving party; (c) was independently developed solely by the employees of the receiving party who have not had access to Confidential Information; or (d) is divulged pursuant to any legal proceeding or otherwise required by law, provided that, to the extent legally permissible, the receiving party will notify the disclosing party promptly of such required disclosure and reasonably assists the disclosing party in efforts to limit such required disclosure. Each party agrees to promptly notify the other party of any unauthorised access to or disclosure of the Confidential Information. The receiving party agrees that any breach of this Section may cause irreparable harm to the disclosing party, and such disclosing party shall be entitled to seek equitable relief in addition to all other remedies provided by this Agreement or available at law.

13. TERM, TERMINATION, AND EFFECT.

13.1 Term. The duration of an Order and this Agreement shall be determined in accordance with this Section

13.2. The Customer purchases a Subscription as set forth in an Order AND this Section 13.2 will apply to that Subscription. The Order and this Agreement shall commence on the start date set forth in the Order and shall continue in effect for a minimum of one calendar year and thereafter until either party provides written notice of at least 60 days to the other party of its intent to terminate this Agreement

13.3. The Subscription Fees will increase by at least 5% or the rate of inflation (RPI) determined by the UK Office for National Statistics and whichever is the greater on the 1st January annually The Customer will receive at least 30 days' notice prior to the 1st January annually of the intention to increase the Subscription Fee.

13.4 Termination. (a) Either party may terminate this Agreement, any Order, or any SOW if the other party breaches this Agreement and fails (or is unable) to cure the breach following 10 days' written notice for any overdue Fees or 30 days' written notice for any other breach. (b) Either party may terminate this Agreement, any Order, or any SOW effective upon written notice if the other party declares bankruptcy or is adjudicated bankrupt, or has a receiver or trustee appointed to it for all or substantially all its assets. (c) If the Customer fails to pay a Fee under any Order or SOW or a fee under any other agreement with ACOMOS™ when due, ACOMOS™ may suspend all Subscriptions and the Support Agreement if such amounts remain overdue after first providing the Customer with 10 days' prior written notice. Any suspension by ACOMOS™ under the preceding sentence will not relieve the Customer of its payment obligations hereunder. ACOMOS™ may, without limiting ACOMOS™'s other rights and remedies, accelerate the Customer's unpaid Fees under any Order for any breach of the Customer's payment obligations under that Order so that all such obligations become immediately due and payable, including Fees for all unbilled future Fees under any Order.

13.5 Effect of Expiration or Termination.

Termination of this Agreement will terminate any addenda, existing Orders, and SOW's. Termination of one or more Orders or SOWs will not, by itself, terminate this Agreement. Upon expiration or termination of this Agreement, any

Order, or any SOW, all rights and obligations of the parties will automatically terminate under this Agreement or the applicable Order or SOW, except for rights of action accruing prior to termination and any obligations that expressly or by implication are intended to survive expiration or termination. Such terms shall include, without limitation, all provisions relating to payment of fees, proprietary rights, confidentiality, non-disclosure, indemnification, limitation of liability, third party terms, title and ownership of the Software and Documentation, and all miscellaneous provisions. For 30 days from the expiration or termination of this Agreement, ACOMOS™ will make the Customer Data available to The Customer upon request for export or download as provided in the Documentation.

14. FEES AND PAYMENT.

14.1 Fees. Subject to the terms and conditions below, all fees for the Software and Services (collectively, the "Fees") will be set forth in the applicable Order or SOW. Unless otherwise expressly stated in the applicable SOW, all Professional Services are provided on a time and material basis at ACOMOS™'s standard hourly rates. All Fees are non-cancellable and non-refundable. Subscriptions cannot be decreased during the Term.

14.2 Travel Expenses. ACOMOS™ shall invoice the Customer for reasonable out-of-pocket travel expenses incurred in connection with performing Professional Services. Expenses may include, but are not limited to, airfare and other transportation, lodging, and incidentals. Expenses may also include meals reimbursable per a flat per diem rate, available upon request. Expenses will be invoiced monthly as incurred at ACOMOS™'s cost (except per diem) and may be invoiced separately from Fees. For Professional Services performed onsite at the Customer's premises, ACOMOS™ may invoice The Customer for its consultants' time spent traveling to and from the Customer's premises if set forth in the SOW.

14.3 Cancellation of Professional Services.

ACOMOS™ may charge the Customer a cancellation fee in accordance with this Section if any Professional Services are cancelled or rescheduled by the Customer. All cancellations or notices of rescheduling must be made in writing to ACOMOS™. The Customer will remain responsible for any travel expenses incurred by ACOMOS™ in connection with the cancelled or rescheduled Professional Services that cannot be reasonably cancelled or mitigated by ACOMOS™. (a) If the Customer cancels or reschedules onsite Professional Services, ACOMOS™ may charge the Customer for the cancelled or rescheduled services based on the following:

With 7 days' or less prior written notice up to 100% of the cancelled services based on estimated hours and applicable hourly rates.
With 8 – 21 days' prior written notice up to 50% of the cancelled services based on estimated hours and applicable hourly rates

(b) If the Customer cancels remote Professional Services, ACOMOS™ may charge the Customer for the cancelled services based on the following:

With less than 1-day prior written notice up to 100% of the cancelled services based on estimated hours and applicable hourly rates
With 1 – 2 days' prior written notice up to 50% of

the cancelled services based on estimated hours and applicable hourly rates

14.4 Payment Terms. Unless otherwise expressly stated in the applicable Order or SOW, the Customer will pay to ACOMOS™ all Fees owed within 14 days after the invoice date. ACOMOS™ may charge the Customer late fees on overdue amounts at the rate of 1.5% per month compounded (or the maximum allowed by applicable law) payable monthly in arrears. All amounts payable shall be in the currency listed on the Order or SOW and specifically exclude (and the Customer is responsible for) any and all applicable sales, use, withholding, and other taxes (other than taxes based on ACOMOS™'s income). If the Customer is required by applicable law to deduct or set-off any amount from any payment due and payable to ACOMOS™ under this Agreement, the Customer will pay to ACOMOS™ an additional amount as necessary to ensure receipt by ACOMOS™ of the full amount which ACOMOS™ would have received but for the deduction or set-off. Except for expenses incurred in connection with Professional Services, each party is responsible for its own expenses under this Agreement. The Customer is responsible for providing complete and accurate billing and contact information to ACOMOS™ and notifying ACOMOS™ of any changes to such information.

14.5 Future Functionality. The Customer agrees that its purchase of the Software or Services is not contingent on the delivery of any future functionality or features, or dependent on any oral or written public comments made by ACOMOS™ regarding future functionality or features.

15. AUDIT.

The Customer shall maintain accurate business records relating to its and its Users' use and access to the Software and Documentation. ACOMOS™ or its designated auditor will have the right to perform an audit to verify that the Customer and the Customer's Users are using the Software and Documentation in compliance with this Agreement. That audit will be performed during normal business hours upon not less than 10 days' prior written notice. That audit will be conducted at ACOMOS™'s sole cost and expense and will be subject to reasonable security and access restrictions. The Customer will be permitted to have the Customer personnel present during the audit. If an audit conducted under this Section discloses that the Customer has underpaid by more than 5% any Fees payable under this Agreement during the period covered by the audit, the Customer will reimburse ACOMOS™'s reasonable and actual costs for that audit.

16. GOVERNING LAW AND JURISDICTION.

This Agreement shall be governed by the laws of England and the parties hereby submit to the exclusive jurisdiction of the English Courts.

17. COMPLIANCE.

17.1 Export Compliance. The Software may be subject to export laws and regulations of the United States and other jurisdictions. The Customer agrees to comply with applicable export laws and regulations of the United States and any other country with jurisdiction over the Software or Documentation. The Customer further agrees not to export, directly or indirectly, the Software or any other information or

technology provided by ACOMOS™ to any restricted or prohibited destinations. The Customer represents that it is not named on any U.S. government denied-party list. The Customer shall not permit Users to access or use the Software in a U.S.-embargoed country or in violation of any U.S. export law or regulation.

17.2 Anti-Corruption. Each party shall, and shall require that its officers, employees, and agents, (a) comply with all applicable anti-corruption and anti-bribery laws, including but not limited to the U.S. Foreign Corrupt Practices Act of 1997 and the U.K. Bribery Act 2010, each as amended and including any rules or regulations thereunder; (b) not directly or indirectly offer, promise, or give any person working for or engaged by the other party a financial or other advantage to induce that person to perform improperly a relevant function or activity or reward that person for improper performance of a relevant function or activity; and (c) not directly or indirectly request, agree to receive, or accept any financial or other advantage as an inducement or reward for improper performance of a relevant function or activity in connection with this Agreement.

18. MISCELLANEOUS.

18.1 Independent Contractors. The parties are independent contractors with respect to each other, and nothing in this Agreement shall be construed as creating an employer-employee relationship, a partnership, agency relationship, or a joint venture between the parties.

18.2 Force Majeure. Each party will be excused from any delay or failure in performance hereunder, other than the payment of money, caused by reason of any occurrence or contingency beyond its reasonable control, including but not limited to acts of God, earthquake, labour disputes and strikes, riots, war, and governmental requirements. The obligations and rights of the party so excused will be extended on a day-to-day basis for the period equal to that of the underlying cause of the delay.

18.3 Non-Solicitation. During the term of this Agreement, and for a period of one year following expiration or termination of this Agreement, the Customer shall not on its own behalf or on behalf of any third party, solicit, hire, or cause to be hired as an employee or engage or caused to be engaged as an independent contractor any person who was an employee or independent contractor of ACOMOS™, without the prior written consent of ACOMOS™.

18.4 Binding Effect; Third Party Beneficiaries.

This Agreement controls the actions of all-party representatives, officers, agents, employees, and associated individuals. The parties do not intend to confer any right or remedy on any third party.

18.5 Assignment. The terms of this Agreement shall be binding on the parties and their successors. Except as otherwise provided herein, neither party may assign, transfer, or delegate its rights or obligations under this Agreement (in whole or in part) without the other party's prior written consent, except that ACOMOS™ may assign, transfer, or delegate its rights and obligations under this Agreement pursuant to a transfer of all or substantially all of its business and assets, whether by merger, sale of assets, sale of stock, or otherwise. Any

attempted assignment, transfer, or delegation in violation of the foregoing shall be null and void.

18.6 Amendments. This Agreement may only be modified or supplemented by a written document executed by an authorised representative of each party.

18.7 Severability. If a court finds any provision of this Agreement unenforceable as written, then the court shall interpret, modify, or strike all or a portion of that provision to effect as much of the parties' agreement and intent as is legally possible. Regardless of the enforceability of any particular provision, the other portions of this Agreement shall continue in full force and effect.

18.8 Waiver. No waiver of any breach of any provision of this Agreement shall constitute a waiver of any prior, concurrent, or subsequent breach of the same or any other provisions hereof, and any waiver must be in writing signed by an authorized representative of the applicable party.

18.9 Entire Agreement; Interpretation. This Agreement includes any incorporated addenda, Orders, and SOWs agreed to by the parties in writing and all expressly referenced documents. Collectively the foregoing constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior and contemporaneous agreements or communications, including, without limitation, any quotations or proposals submitted by ACOMOS™. Terms and conditions of any purchase order or other document issued by the Customer in connection with an Order or SOW shall not be binding on ACOMOS™ and shall not modify the terms of this Agreement. In the event of any conflict between this Agreement and any addendum, Order, or SOW, this Agreement controls.