

TERMS AND CONDITIONS

WE ARE
CORTEX

These terms and conditions apply to the written quote(s) (Quote) as agreed between CORTEX Limited trading as We Are CORTEX with registered address Kings Park House, Kings Park Road, Southampton SO15 2AT (CORTEX), and the company detailed in the Quote (you), in relation to the supply by CORTEX to you of one or more of the following solution elements (Solution):

- the Software – the web client software, the server software, database, API, reports and associated technology,
- the Documentation – user manuals, training manuals, release notes, written advice, portals, statement of works, project plans, import templates and all similar documents produced to assist with delivery and use of the Solution.
- the Professional Services – any service sold by day or part day on a fixed or time and materials basis, including development, training, consulting, deployment, project management and other similar services.
- the Support Service – the provision of a problem tracking and software maintenance, repair and update services as described Schedule 1.

The Order constitutes an offer by you to purchase the Solution defined in the Quote, in accordance with these terms and conditions. You are responsible for ensuring that the details of the Quote are complete and accurate. The Order shall only be deemed to be accepted when CORTEX issues a written acceptance of the Order, CORTEX Issues the License to you, or CORTEX commences work, at which point a contract between us becomes effective, together with the schedules attached, and the Quote (the Agreement). The Agreement will constitute the entire agreement between CORTEX and you in respect of the Order and associated Quote.

In the event of a conflict between any provision in these terms, the schedule to these terms and the Quote, the order of precedence will be the Quote, these terms and then the schedule.

1. LICENCE TO USE SOFTWARE AND DOCUMENTATION

Grant of licence

- 1.1. In consideration of the payment of the fee included in the Quote (Fee), CORTEX hereby grants to you a non-exclusive and non-transferable (other than in accordance with TRANSFER OF RIGHTS AND OBLIGATIONS) right to use the Software defined in the Quote.
- 1.2. CORTEX does not sell any Software or Documentation to you, and CORTEX remains at all times the owner of the Software and Documentation.
- 1.3. You may:
 - a) download, install (as appropriate) and use the Software for your internal business purposes only;
 - b) use the Software only as reasonably contemplated by these terms and the Quote; and
 - c) use any Documentation in support of the use permitted under these terms and make only necessary copies of the Documentation as is reasonably necessary for your lawful use, provided such copies are always treated as confidential materials.
- 1.4. You will be responsible for the timing of and implementation of any new version of the Software made available by CORTEX. That stated, CORTEX will only provide an issue correction service using Service Pack(s) for its Release versions (excluding Fast Track Releases) and for a maximum period of twenty-four (24) months from the date that Release version was first made available to customers ("General Release")
- 1.5. Your Affiliates (a holding company and/or subsidiary company as defined by the Companies Act 2006) and Outsource Providers (a sub-contractor or supplier to the relevant party) shall also be entitled to benefit from the Solution, provided that:
 - a) you procure the necessary licences and consents to enable your Affiliates and Outsource Providers to use the Solution in accordance with this Agreement;
 - b) you agree to ensure that your Affiliates and Outsource Providers always comply with the terms of this Agreement, and you will be responsible for the acts and omissions of your Affiliates and Outsource Providers as though they were your acts and omissions;
 - c) in the event a company ceases to be an Affiliate, you must notify CORTEX immediately. You will continue to be responsible for the Affiliate pursuant to b) above until such time as the Affiliate ceases to use the Solution, or CORTEX enters into a new and separate agreement with the Affiliate, or until agreed otherwise with CORTEX; and
 - d) at your request, CORTEX shall not unreasonably refuse to extend the definition of Affiliate to include one or more identified joint venture and/or special purpose vehicles in which you or any Affiliate is involved.

CORTEX's rights

- 1.6. You must allow CORTEX and its representatives to inspect and have remote and/or physical access to any server on which the Software is kept or used at all reasonable times and on reasonable advance notice albeit not more than once in any twelve-month period.

- 1.7. If CORTEX notifies you in writing that you are in breach of this Agreement in any way with respect to usage requirements, you must remedy the breach within 14 days of such notification.
- 1.8. In addition, where you breach any of the restrictions in Clause 1.12 below, CORTEX reserves the right, without liability to you and at its absolute discretion, to suspend use of the software or service or to withdraw the Support Service and/or the Professional Services:
 - a) immediately where the breach threatens the security and integrity of CORTEX's Software and/or its proprietary systems; and
 - b) on 7 days' notice in all other circumstances.
- 1.9. For any unauthorised usage by you, your Affiliates or Outsource Providers, CORTEX reserves the right to levy additional fees to reflect the Fees that would have been payable had the usage been approved in advance by CORTEX.
- 1.10. The Software may contain functionality that allows CORTEX to analyse your use of the Software for the purpose of verifying your compliance with the terms of this Agreement and for collecting anonymous user and system activity for benchmarking and support purposes (Usage Data).
- 1.11. You grant CORTEX a royalty-free, irrevocable, perpetual, world-wide licence to any Usage Data to enable CORTEX to provide benchmarking and other reports to you and other clients and to publish such reports in the trade press and on CORTEX's website. All data used for this purpose will be aggregated and anonymised and will not contain any Personal Data.

Restrictions

- 1.12. Except as expressly set out in these terms or as permitted by any applicable law, you undertake not to:
 - a) attempt to copy the Software (except where such copying is incidental to normal use of the Software or where it is necessary for the purpose of back-up or operational security) or the Documentation other than as permitted by clause 1.3 above;
 - b) modify, duplicate, create derivative works from, frame, mirror, republish, download, display, transmit, or distribute all or any portion of the Software and/or Documentation and/or any other part of the Solution (as applicable) in any form or media or by any means;
 - c) attempt to de-compile, disassemble, reverse engineer or otherwise reduce to human-perceivable form all or any part of the Software;
 - d) access all or any part of the Solution in order to build a product or service which competes with the Solution;
 - e) use the Solution to provide an 'ASP' or bureau service to third parties without CORTEX's prior written consent;
 - f) license, sell, rent, lease, transfer, assign, distribute, or otherwise make the Solution available to any third party other than as permitted by this agreement;
- 1.13. The integrity of the Solution may be protected by technical protection measures (TPM) so that the intellectual property rights, including copyright, in the Software of CORTEX are not misappropriated. You must not attempt in any way to remove or circumvent such TPM.

Additional obligations

1.14. In addition, you undertake:

- a) to supervise and control use of the Solution and ensure that your employees, representatives and other authorised users access and use the Solution in accordance with these terms;
- b) to include CORTEX's copyright notice on all entire and partial copies you make of the Software and/or Documentation on any medium;
- c) to ensure that all passwords and other security information are kept secure and confidential in accordance with industry best practise, including applying appropriate password policies (including frequency of change); and
- d) to ensure that you maintain up to date and appropriate antivirus precautions in accordance with industry best practice.

Third party software

1.15. Where CORTEX maintains a third-party interface for you, you will notify CORTEX in advance of any change to the third-party system and agree a plan to test any changes before they are applied into the supported production system.

1.16. Any third-party software supplied to you as part of the Solution is licensed to you under the terms of the original licensor's agreement which is supplied with such third-party software (including the restrictions on use, warranty, and support) and;

- a) you shall comply with the terms of the original licensor's agreement at all times;
- b) In the event you are required to accept a third party's end user licence agreement, you will do so promptly upon CORTEX's request; and
- c) in the event the licensor substantially increases its fees during the term of our agreement, CORTEX (acting reasonably) reserves the right to pass on that increased cost to you in return for your continued use of the third-party software as part of the Solution. Should CORTEX do so, you shall have the right to terminate your use of that third-party software by giving CORTEX not less than 90 days' written notice. Such termination shall not affect the continuance in force of this Agreement in relation to the rest of the Solution.

2. SUPPLY OF SUPPORT SERVICES AND PROFESSIONAL SERVICES

2.1. Subject to payment of the applicable Fees, CORTEX shall provide the Support Services and/or the Professional Services (Services) to you.

2.2. You agree to comply with the additional Support Services terms and conditions set out in Schedule 1.

2.3. The parties will agree mutually convenient times for the delivery of the Professional Services. Where such dates are booked in advance, you understand that you are required to commit appropriate resources to allow CORTEX to perform the Professional Services.

2.4. For any advance bookings for Professional Services which are cancelled by you, CORTEX will not make any refund of pre-paid Fees where fewer than five business days' notice are given.

2.5. The Services shall be delivered with a level of care and skill consistent with IT industry best practice.

2.6. For Services delivered at your site(s), You undertake to:

- a) provide CORTEX with all necessary information, support and co-operation in a timely manner;
- b) provide to CORTEX at no charge adequate office accommodation, a secure workspace, access to telephone services, internet services and facilities; and
- c) allow CORTEX at no charge to use the computers, equipment, operating systems and software and any other relevant items at your site(s), and access all relevant areas of your site(s),
- d) in each case, as may be reasonably required by CORTEX in order to carry out the Services provided always that;
- e) all access shall be strictly limited to that part of your site(s) or your computer system, software, hardware or firmware (as the case may be) as is required for proper performance of CORTEX's obligations under this Agreement; and
- f) CORTEX and CORTEX's personnel who carry out the Services shall comply with your procedures and requirements as notified in writing to CORTEX from time to time in relation to such access.

2.7. In addition, each party undertakes to:

- a) ensure that the site(s) at which the Services are to be carried out comply at all times with all applicable law and best practice, including any relevant regulations regarding health and safety;
- b) carry and maintain public liability insurance and employer's liability insurance, in amounts no less than £2m and provide evidence of such insurance policy cover on request from the other party; and
- c) will abide by all reasonable requests and instructions whilst on the other party's site(s).
- d) Furthermore, CORTEX will carry and maintain Professional Indemnity insurance, in amounts no less than £2m and provide evidence of such insurance policy cover on request from you.

3. PAYMENT

3.1. Unless otherwise stated in the Quote, CORTEX's payment terms are:

- a) for Software and Support Services, in advance of the agreed License period which commences on the first day of the first full month following approval of the Quote;
- b) for Professional Services or third-party software licences, payment in advance of delivery.

3.2. If you do not make payment by the due date for payment and still have not made payment within 14 days of CORTEX notifying you of the default in writing, then without prejudice to CORTEX's other rights and remedies:

- a) CORTEX may, without liability to you, disable your password, account and access to all or part of the Software and the CORTEX shall be under no obligation to provide the Services or any or all of the Solution while the invoice(s) concerned remain unpaid; and
- b) interest will accrue on a daily basis on such due amounts in accordance with the Late Payment of Commercial Debts (Interest) Act 1998, commencing on the due date and continuing until fully paid, whether before or after judgment.

- 3.3. If you wish to provide CORTEX with a specific email address for notification of payment default, you must do so by sending an email to the CORTEX notices@WeAreCORTEX.com. It is always your responsibility maintain this contact email address with CORTEX.
- 3.4. CORTEX may, to the extent permitted by applicable law, deduct from and set off against any amounts owed by you under these terms against any amounts paid by you from time to time. You shall remain liable for any part of the payment obligation not satisfied through such deduction and setoff.

4. WARRANTIES

- 4.1. You acknowledge and agree that you have selected the Software on the basis that you consider it to be fit for your intended purpose, that you have carried out all necessary due diligence to ensure that it is suitable for your requirements, and you have not relied on any statement made by CORTEX other than as set out in these terms and the Quote.
- 4.2. Consequently, all terms and conditions which would otherwise be implied into this Agreement by statute, common law or otherwise are expressly excluded. CORTEX gives no warranty that the Solution will be uninterrupted, or that any part of the Solution will be error-free or fit for your intended purpose.
- 4.3. CORTEX warrants that during the period of 90 days after the date you first access the Software and after the date of each subsequent supported Release (Warranty Period), the Software and/or Solution will perform substantially in accordance with the description in the relevant Release Documentation (provided that the Software is properly used on the computer and with the operating system for which it was designed as referred to in the Documentation); and
- 4.4. If you notify CORTEX in writing within the Warranty Period that the Software and/or Solution fails to comply with the warranty, and such failure does not result from you having made any unauthorised modifications to, or improper installation of, the Software or used it in contravention of the Agreement, CORTEX will at its sole option, repair or replace the Software and/or Solution, provided that you make available all the information that may be necessary to assist CORTEX in resolving the defect or fault that caused the failure, including sufficient information to enable CORTEX to recreate that defect or fault. To the extent permissible by law, the remedies in this shall be CORTEX's sole liability for any claims in respect of the warranty.
- 4.5. Furthermore, CORTEX warrants that:
 - a) it shall perform the Services and provide the Solution in accordance with all applicable laws;
 - b) it has, and will continue to have, all necessary rights in and to any Intellectual Property Rights (as defined in clause 9 below) in the Solution (and any modification or upgrade to it), which are used to perform CORTEX's obligations under this Agreement; and
 - c) it has and shall continue to hold all consents and permissions necessary for it to provide the Solution in accordance with these terms.
- 4.6. The Parties warrant that they will not deliberately or recklessly insert or enter into any systems, including any computer programme or code, which is intended by any person to, is likely to, or may:
 - a) impair the operation of any computer systems or programs, or

- b) cause loss of, or corruption or damage to, any program or data or any other computer systems or programs.

4.7. In addition, each party warrants that it uses antivirus software and will continue to use antivirus software in accordance with industry best practise.

5. LIABILITY

5.1. Nothing in this Agreement excludes or limits the liability of either party for:

- a) death or personal injury caused by negligence;
- b) fraud or fraudulent misrepresentation;
- c) your infringement of our or our licensors' Intellectual Property Rights;
- d) a breach of clause 16 COMPLIANCE WITH REGULATIONS; or
- e) any determination of the Information Commissioner's Office (ICO) in respect of the Data Protection Legislation; or
- f) any other liability that cannot be excluded or limited under the applicable law.

5.2. Subject to clause 5.1 above, neither party shall in any circumstances be liable, whether in tort (including without limitation for negligence or breach of statutory duty howsoever arising), contract, misrepresentation (whether innocent or negligent) or otherwise for:

- a) loss of profits or anticipated savings;
- b) loss of business, goods, contract or use;
- c) depletion of goodwill or similar losses;
- d) loss or corruption of data or information;
- e) wasted expenditure; or
- f) any special, indirect, consequential or pure economic loss, costs, damages, charges or expenses.

5.3. Subject to clauses 5.1 and 5.2, CORTEX's total liability in contract, tort (including, without limitation, negligence and breach of statutory duty howsoever arising), misrepresentation (whether innocent or negligent), restitution or otherwise, arising in connection with the performance of the Solution shall be limited to:

- a) £1 million with regards to CORTEX's breach of clause 6 CONFIDENTIAL INFORMATION;
- b) £1 million with regards to any damage to tangible property caused by CORTEX; and
- c) in all other circumstances, an amount equal to 125% of the Fees paid by you for the Solution in the twelve months prior to any such liability arising.

5.4. Subject to clause 5.1 and 5.2, your total liability in contract, tort (including, without limitation, negligence and breach of statutory duty howsoever arising), misrepresentation (whether innocent or negligent), restitution or otherwise, arising in connection with this Agreement: shall be limited to:

- a) £1 million with regards to Your breach of clause 6 CONFIDENTIAL INFORMATION;
- b) £1 million with regards to any damage to tangible property caused by You; and
- c) in all other circumstances, an amount equal to 125% of the Fees payable by you for the Solution in the twelve months prior to any such liability arising.

6. CONFIDENTIAL INFORMATION

6.1. Confidential Information shall mean all information disclosed to or obtained by one party (which, in your case, shall include an Affiliate) from other party that would appear to a reasonable person to be confidential or proprietary or which is either labelled or

identified as such, including any information relating to CORTEX's or your business, operations, intentions, know-how and customers.

- 6.2. A party's Confidential Information shall not be deemed to include information that:
- a) is or becomes publicly known other than through any act or omission of the receiving party;
 - b) was in the other party's lawful possession before the disclosure;
 - c) is lawfully disclosed to the receiving party by a third party without restriction on disclosure;
 - d) is independently developed by the receiving party, which independent development can be shown by written evidence; or
 - e) is required to be disclosed by law, by any court of competent jurisdiction or by any regulatory or administrative body.
- 6.3. Each party shall hold the other's Confidential Information in confidence and, unless required by law, not make the other's Confidential Information available to any third party, or use the other's Confidential Information for any purpose other than the implementation of this Agreement, for a period of seven years from disclosure of the Confidential Information.
- 6.4. Each party shall ensure that the other's Confidential Information to which it has access is not disclosed or distributed by its employees or agents in breach of these terms.
- 6.5. The parties agree that:
- a) the use of each other's names and logos can be used in the regular course of business, subject to compliance with the Brand Guidelines of the owning party;
 - b) Notwithstanding clause 6.5 a), provision of a testimonial, case study, reference or endorsement of any kind will be strictly subject to separate agreement between the parties.
 - c) This clause shall survive termination of the Agreement, however arising.

7. TERM & TERMINATION

- 7.1. Unless otherwise expressly stipulated in the Quote, this Agreement shall have a minimum Term of thirty-six months (the "Initial Term") in relation to Software and Support. The Term will commence from the date a Software License is issued, or as set out in the Quote and thereafter will automatically continue until either party has given the other not less than ninety days' written notice of termination. In respect of Professional Services, the Term will be the duration of time required to deliver the services.
- 7.2. Unless otherwise expressly stipulated in the Quote you may remove certain parts of the Solution supplied under this Agreement after the Initial Term by giving not less than ninety days' written notice of such removal (in which case the Agreement shall continue in force in respect of the remaining Solution element(s)).
- 7.3. Either party may terminate this Agreement immediately on written notice to the other party if:
- a) that other party fails to pay any amount due under this Agreement on the due date for payment and remains in default not less than 14 days after being notified in writing to make such payment;
 - b) that other party commits a material or persistent breach of the Agreement which it fails to remedy (if remediable) within 30 days after the service of written notice requiring it to do so;

- c) that other party becomes insolvent or unable to pay its debts (within the meaning of section 123 of the Insolvency Act 1986), enter into liquidation, whether voluntary or compulsory (other than for reasons of bona fide amalgamation or reconstruction), pass a resolution for winding-up, have a receiver or administrator manager, trustee, liquidator or similar officer appointed over the whole or any part of its assets, make any composition or arrangement with its creditors or take or suffer any similar action in consequence of debt, or become unable to pay its debts (within the meaning of section 123 of the Insolvency Act 1986).
- 7.4. Either party may terminate the Agreement pursuant to clause 21 FORCE MAJEURE where that party is the Unaffected Party.
- 7.5. CORTEX may terminate this Agreement by giving 30 days' notice in writing if CORTEX requests information or assistance from you in order to perform its obligations under this Agreement and you fail to provide that information or assistance for a period of three months thereafter.
- 7.6. Upon termination for any reason, including where CORTEX terminates this Agreement pursuant to clause 7.3 above, from the effective date of termination:
- a) all rights granted to you under this Agreement shall cease;
 - b) you must cease all activities authorised by this Agreement;
 - c) you must immediately delete or remove the Software from all computer equipment in your possession and destroy or return to CORTEX (at CORTEX's option) all copies of the Software and Documentation then in your possession, custody or control and, in the case of destruction, certify to CORTEX that you have done so;
- 7.7. CORTEX shall comply with the terms; and
- a) you must pay CORTEX immediately any sums due to CORTEX under this Agreement, including any unpaid amounts in respect of the period between the date of termination and the expiry of the thirty six-month Initial Term or ninety-day notice period (whichever expires later).
 - b) Any provision of this Agreement that expressly or by implication is intended to continue in force after termination of this Agreement shall remain in full force and effect.
- 7.8. Termination shall not affect any rights, remedies, obligations or liabilities that have accrued up to the date of termination.

8. INTELLECTUAL PROPERTY RIGHTS

- 8.1. For the purposes of this Agreement, Intellectual Property Rights means all copyright, rights in relation to databases, design rights, registered designs, patents, trade and service marks (registered and unregistered), know-how, rights in or relating to confidential information or any other intellectual property rights of a similar nature anywhere in the world, whether subsisting now or will subsist in the future.
- 8.2. You acknowledge that all Intellectual Property Rights in the Software and the Documentation belong to CORTEX (or where relevant third parties from which CORTEX has licensed such rights), and that you have no rights in or to any part of the Solution other than the right to use it in accordance with this Agreement.
- 8.3. Intellectual Property Rights in automation flows created while using the Software by you, your personnel, affiliates or Outsource Partners shall belong to you.

8.4. CORTEX shall indemnify you against any claim made against you for actual or alleged infringement of a third party's intellectual property rights arising out of or in connection with your use of the Software and/or the Solution, provided that:

8.5. CORTEX is given prompt notice of any such claim;

- a) you use reasonable endeavours to co-operate with CORTEX in the defence and settlement of such claim;
- b) you take all reasonable steps to mitigate any loss you may suffer or incur; and
- c) You shall not settle the claim without the prior written consent of CORTEX, such consent not to be unreasonably withheld or delayed,
- d) nothing in this clause shall prevent you from agreeing any compromise or settlement, or from making any payment in respect of a claim but in doing so you accept that this is materially prejudicial to the interests of CORTEX and this would remove any indemnity obligation from CORTEX.
- e) This indemnity will not cover you to the extent that a claim under it results from your negligence, wilful misconduct, your failure to comply with this Agreement or your use of the Software and/or Solution other than in accordance with these terms.

8.6. In the defence or settlement of any claim, CORTEX may procure the right for you to continue using the Software, replace or modify the Software so that they become non-infringing or, if such remedies are not reasonably available, terminate this agreement on 3 days' notice you without any additional liability or obligation to pay liquidated damages or other additional costs to the you.

9. TRANSFER OF RIGHTS AND OBLIGATIONS

9.1. These terms of this Agreement are binding on the parties and their respective successors and assigns.

9.2. Either party may transfer, assign, charge or otherwise dispose of its rights or obligations arising under the Agreement, providing that it gives notice to the other party. The prior written consent of the other party is required if a party wishes to transfer, assign, or otherwise dispose of its rights or obligations arising under the Agreement to:

- a) a competitor of the other party; or
- b) an entity that has in the previous twelve months or is reasonable likely in the next twelve months, to suffer financial distress including the withdrawal of credit or breach of debt covenants, or in the case of you, to an entity who is currently or has previously been in breach of an agreement between that entity and CORTEX. The parties acknowledge and agree the other may appoint sub-contractors, suppliers or agents to deliver elements of the Solution, and either party may appoint sub-contractors, suppliers or agents to manage the Solution.

9.3. Each party shall ensure their sub-contractors, suppliers and agents will comply with these terms at all times and will be responsible for the acts and omissions of such sub-contractors, suppliers or agents as though they were the acts and omissions of the party that appointed them.

10. WAIVER

10.1. If a party fails, at any time, to insist upon strict performance of any of their obligations under this Agreement or fails to exercise any of the rights or remedies to which it is entitled under these terms, this shall not constitute a waiver of such rights or remedies

and shall not relieve them from compliance with such obligations. A waiver by a party of any default shall not constitute a waiver of any subsequent default. No waiver of any part of the Agreement shall be effective unless it is expressly stated to be a waiver and is communicated in writing.

11. VARIATION

- 11.1. CORTEX operates a digital/e-signature ordering system for customers, and you hereby agree to make use of that system such that Quotes managed using that system are subject to these terms. If you change the Software licensed from CORTEX, the changes to charges will take immediate effect, unless otherwise stated in the Quote.
- 11.2. The terms of this Agreement apply to the exclusion of any other terms that you seek to impose or incorporate, including any terms set out on your purchase order, and any other terms that are implied by trade, custom or practice.
- 11.3. No variation of the Agreement shall be effective unless agreed in writing or digitally signed by a director of CORTEX.

12. SEVERANCE

- 12.1. If any of the terms of this Agreement are or become invalid or unenforceable, such term shall be deemed modified to the minimum extent necessary to make it valid and enforceable. If such modification is not possible, such term will to that extent be severed from the remaining terms, which will continue to be valid to the fullest extent permitted by law.

13. ENTIRE AGREEMENT

- 13.1. This Agreement (and any documents expressly referred to in it) represent the entire agreement between the parties in relation to the provision of the Solution and supersede any prior agreement, understanding or arrangement between us, whether oral or in writing. Both parties acknowledge that, in entering into this Agreement, neither party has relied on any representation, undertaking or promise given by the other or which can be implied from anything said or written in negotiations between the parties prior to entering into the Agreement except as expressly stated in these terms.
- 13.2. Neither party shall have any remedy in respect of any untrue statement made by the other, whether orally or in writing, prior to the date CORTEX entered into this Agreement and the other party's only remedy shall be for breach of contract as provided in the Agreement. These terms apply to the exclusion of any other terms that you may seek to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.

14. ESCROW

- 14.1. You may nominate your preferred ESCROW agent and CORTEX will work with that party to agree an appropriate source code agreement. For the avoidance of doubt, the release event conditions will be limited to an CORTEX business failure. No other release event criteria will be available. The full cost of the agreement will be paid by you and CORTEX will charge on a time and materials basis at its prevailing Professional Services day rate for the effort required to submit and satisfy the ESCROW provider. These fees will be repeated for each upgrade of the Solution to ensure appropriate versions of the software

are maintained in the deposit.

15. NOTICES

- 15.1. Any notice of termination given by you to CORTEX must be sent by registered post to CORTEX's registered office or sent by email to notices@WeAreCORTEX.com in each case marked for the attention of The Finance Director. Notwithstanding clause 15.2 below, a notice sent to CORTEX by email shall not be deemed to have been received by CORTEX until and unless CORTEX acknowledges receipt.
- 15.2. All other notices or communications given to a party under or in connection with this Agreement shall be in writing, addressed to that party at its registered office or such other address as that party may have specified to the other party in writing in accordance with this clause and shall be sent by registered post or commercial courier, or alternatively sent by email to such email address as that party may specify from time to time. A notice or other communication shall be deemed to have been received: if sent by registered post, at 9.00 am on the second business day after posting; or, if delivered by commercial courier, on the date and at the time that the courier's delivery receipt is signed; or, if sent by email, one business day after transmission.

16. COMPLIANCE WITH REGULATIONS

- 16.1. You shall not export, directly or indirectly, any technical data acquired from CORTEX under this Agreement (or any part of the Solution incorporating such data) in breach of any applicable laws or regulations relating to export control.
- 16.2. Each party shall comply with all applicable laws relating to anti-bribery, anti-corruption and modern slavery, including the Bribery Act 2010 and the Modern Slavery Act 2015, and shall not engage in any activity, practice or conduct which would constitute an offence under sections 1, 2 or 6 of the Bribery Act 2010 or sections 1, 2 or 4 of the Modern Slavery Act if such activity, practice or conduct had been carried out in the UK.

17. NO PARTNERSHIP OR AGENCY

- 17.1. Nothing in this Agreement is intended to, or shall be deemed to, establish any partnership or joint venture between you and CORTEX, or between CORTEX and any Affiliate, nor constitute any party the agent of another party, or authorise any party to make or enter into any commitments for or on behalf of any other.

18. NON-SOLICITATION

- 18.1. The parties agree that neither of them will either on their own account or in partnership or association with any person, firm, company or organisation, or otherwise and whether directly or indirectly during, or for a period of twenty four months from the end of the performance of the Services, canvass, solicit or entice away or attempt to entice away, or authorise the taking of such action by any other person, any employee of the other party who has been involved with the delivery of and Services provided under this Agreement at any time.
- 18.2. If a party breaches the terms of this clause, that party shall be liable to pay the other party an amount equal to twelve months' salary of the employee by way of liquidated damages. Nothing in this clause shall prevent either party from employing any person who has applied for a role in the ordinary course of business by responding to a publicly

advertised position.

19. LAW AND JURISDICTION

- 19.1. This Agreement, its subject matter, or its formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with English law and the parties agree to submit to the exclusive jurisdiction of the English courts.
- 19.2. Each party shall use their best efforts to negotiate in good faith and settle amicably any dispute that may arise relating to the Solution or this Agreement. If any such dispute cannot be settled amicably through ordinary negotiations by appropriate representatives of the parties, the dispute shall be referred to each party's chief executive (or similar) officer who shall meet to attempt to resolve the dispute.
- 19.3. If any such meeting fails to result in a settlement, either party may refer the dispute by mediation in accordance with the Centre for Effective Dispute Resolution (CEDR) Model Mediation Procedure. Unless otherwise agreed between the parties, the mediator will be nominated by CEDR. The commencement of a mediation will not prevent the parties commencing or continuing court proceedings.

20. DIVESTED ENTITIES

- 20.1. Divested Entity means any business or undertaking which, at any time during the term of the licence granted by this Agreement is, or becomes, an Affiliate and which, in the case of a company, then ceases to be an Affiliate, or, in the case of a business division or undertaking, ceases to be owned by You or any Affiliate.
- 20.2. Where an Affiliate becomes a Divested Entity then, on receipt of notification from you CORTEX will:
- a) Agree to treat the Divested Entity as a Outsource Provider for the purposes of this Agreement; and
 - b) during the 90-day period from the date of notice, either seek to enter into a new agreement with the Divested Entity, or
 - c) agree a transition plan for the Divested Entity.
- 20.3. Until such agreement is completed, you shall indemnify CORTEX fully in respect of any claims in connection with any acts or omissions of your Divested Entities.

21. FORCE MAJEURE

- 21.1. Force Majeure Event means an event beyond the reasonable control of a party (the Affected Party) which is not attributable to its fault or negligence, including acts of God, strikes or other industrial action, war, hostilities, rebellion, terrorist activity, local or national emergency, or other catastrophes. Force Majeure Event does not include any event affecting a subcontractor or supplier of the Affected Party unless that event is itself a Force Majeure Event.
- 21.2. Neither party shall be responsible for any failure to carry out any of its duties under the Agreement to the extent that the failure is directly caused by a Force Majeure Event, provided that the Affected Party:
- a) takes reasonable steps to overcome and mitigate the effects of the Force Majeure Event as soon as reasonably practicable, including actively managing any problems caused or contributed to by third parties and liaising with them;

- b) on becoming aware of the Force Majeure Event, promptly notifies the other party (the Unaffected Party) that something has happened which is a Force Majeure Event, giving details of the Force Majeure Event, together with a reasonable estimate of the period during which the Force Majeure Event shall continue; and
- c) tells the Unaffected Party when the Force Majeure Event has stopped.

21.3. If a Force Majeure Event results in the suspension of part or all of the provision of the Solution, you shall not be liable to pay for that part of the Fees during that period.

21.4. If the Force Majeure Event prevents the Affected Party from complying with its obligations under the Agreement and the Force Majeure event continues for more than 30 days, the Unaffected Party may terminate the affected element of the Solution by giving at least 10 days written notice to the Affected Party.

SCHEDULE 1 – SUPPORT TERMS AND CONDITIONS

CORTEX provides a manned Service Desk and incident response 9am to 5pm local time, Monday to Friday, excluding UK Public Holidays (the “Service Period”). At these times, CORTEX support can be contacted as follows:

1. By Telephone on +44 2382 54 8999
2. By Email: servicedesk@WeAreCORTEX.com

CORTEX provide a Service Portal 24 hours per day, 7 days per week. This is available to all end users and contains knowledge-base and your case history.

3. CORTEX Certified Engineers who are certified to at least Foundation Level can raise cases and query open cases via the Service Portal.

1. CORTEX RESPONSIBILITIES

During the term of the agreement, CORTEX will:

- 1.1. Make available a Support Desk, that shall accept incident reports from the appointed Super Users at all times during the service period.
- 1.2. Ensure that the Incident Management System is regularly updated with the details of actions taken and current status of the incident in order to provide an audit trail for future reference.
- 1.3. Utilise remote diagnostics, if available, to expedite the resolution of the incident.

2. YOUR RESPONSIBILITIES

- 2.1. You will maintain at least one Super User that is certified to at least Foundation Level in the use of CORTEX and ensure that only Super Users raise cases and contact the Service Desk.
- 2.2. You will ensure that any incidents are reported to CORTEX in a timely manner.
- 2.3. You will provide full details of the incident including location, contact number, contact name, and description of the incident and details of the type of user device involved, as appropriate.
- 2.4. You will report suspected Priority Level 1 and Priority Level 2 incidents by telephone to CORTEX support on the telephone number advised.

- 2.5. You will log incidents with CORTEX support by the Service Portal, email or by phone, giving the calls a priority, and acting reasonably, for which you will receive a call logging number or case number and this case number will be quoted on all follow up communications.
- 2.6. You will ensure that all communication relating to the reported incident is directed via CORTEX Service Desk or the Service Portal.
- 2.7. You will test and confirm that an incident has been fixed as quickly as possible after notification by CORTEX to allow the incident to be closed.
- 2.8. If necessary, and so requested by the Service Desk, you will enable remote access to the CORTEX solution and you will provide assistance to reproduce the incident. Upon request by CORTEX, to make changes to the software or hardware as required to eliminate any adverse impact.
- 2.9. You will maintain versions of browsers, compatible hardware (e.g. mobile OS) and other technical parameters within your domain in accordance with CORTEX's stipulations.

3. EXCLUSIONS FROM SUPPORT

- 3.1. CORTEX assistance is limited to the Software and does not include the solution built with CORTEX.
- 3.2. CORTEX does not include support for any incident caused by other software packages or environments connected via CORTEX interfaces.
- 3.3. Where calls made to CORTEX relate to an interface with other software packages or environments, or similar issues where the fault cannot be diagnosed as being caused by the Software, CORTEX will use reasonable endeavours to assist you in finding a resolution to the problem. Subject to Clause 4 below.
- 3.4. CORTEX does not provide an error correction service for versions of the Software more than 24 months after the general release date and can only provide limited assistance for such installations.

4. ADDITIONAL CHARGES

- 4.1. Additional charges will be levied where CORTEX is requested to investigate faults which are excluded from the Support Service.
- 4.2. Additional charges, unless otherwise stated in the Quote, attract an initial charge of £200, and thereafter £150 per hour or part of an hour.

5. LIMITATIONS AND EXCLUSIONS

- 5.1. CORTEX will use all reasonable endeavours to respond to calls from you for the Support Services and provide updates of status and possible remedies reasonably promptly. However, no guarantee or warranty is given of any times for response or that CORTEX will be able to rectify the problem within a given timescale.
- 5.2. CORTEX endeavours to respond to all faults by remote means within the timescales set out on the table below.
- 5.3. Any modification or error correction to the Software will be delivered by appropriate mechanism, including Software upgrade, or update executable file provided by secure FTP or email, but does not cover delivery by other means, for example by a courier. Any other such delivery can however be arranged at your cost.
- 5.4. CORTEX's obligation to provide the Support Services is conditional upon the proper use of the Software and CORTEX shall be under no obligation to provide the Support Services

where the faults arise from any of the following: deliberate or reckless misuse, incorrect use of or damage to the Software from whatever cause, including failure or fluctuation of electrical power; failure to maintain the necessary environmental conditions for use of the Software; use of the Software in combination with any equipment or software not provided by CORTEX or not designated by CORTEX, or any fault in any such equipment or software; any breach of the Company's obligations under this Agreement; any modification to the Software which is not expressly authorised by CORTEX; or operator error.

6. TARGET RESPONSE TIMES

Priority Level	Business Impact	Target Response	Target Fix
1	Critical: Operations are severely affected. The Solution or major components of the Solution are inoperable, and no work around exists.	1 business hour	Hot fix / Service Pack.
2	High: Operations are detrimentally affected or at significant risk of failure. The Solution or major components of the Solution are inoperable, and no work around exists.	1 business hour	Hot fix/ Service Pack.
3	Medium A minor component or function is inoperable or not working correctly, or a Problem exists in a major component, but a temporary work-around is available.	1 business day	Planned for next appropriate Supported Release.
4	Low: A Problem is detected which has no real effect on the daily operations, or for which a permanent work-around is available.	2 business days	Planned for next appropriate Support Release.
5	None: A request for information, a cosmetic change is proposed, or a new feature is requested.	2 business days	Next user group review.