

**SMARTSPACE GLOBAL LIMITED
STANDARD TERMS AND CONDITIONS**

These terms and conditions (the "Agreement") are entered into as of the Effective Date by and between:

SmartSpace Global Ltd, a limited company incorporated in England under company number 09336000, whose registered address is at 250, The Village, Butterfields, Great Marlings, Luton, LU2 8DL ("SmartSpace"), and the entity identified in the Proposal ("Client").

The Proposal expressly incorporates the terms of the Agreement and such terms shall apply to the SmartSpace Services provided to the Client, in addition to any specific terms contained within the Proposal.

1 DEFINITIONS AND INTERPRETATION

1.1 In this Agreement the following capitalised expressions shall have the meanings ascribed below (save where the context requires otherwise):

"Acceptance Certificate" means written confirmation, email shall suffice, from the Client that the SmartSpace Services have been approved;

"Account" means the account established by Client to enable its Authorised Users to access and use the SmartSpace Cloud Services;

"Affiliate" means an entity that, from time to time, directly or indirectly controls, is controlled by, or is under common control with a party, or that is a successor (including, without limitation, by change of name, dissolution, merger, consolidation, reorganization, sale or other disposition) to any such entity or its business and assets. An entity will be deemed to control another entity if it has the power to direct or cause the direction of the management or policies of such entity, whether through the ownership of voting securities, by contract or otherwise;

"Authorised Users" means the Client's or its Affiliates' employees, agents, suppliers, outsourcers or third-party consultants engaged by Client (or its Affiliates) who are authorised and enabled by the Client to use the SmartSpace Cloud Services and the Documentation in performance of their duties for Client and its Affiliates, and liability for whose acts and omissions the Client assumes;

"CapEx Charges" means the Charges for Hardware and Professional Services;

"Change Order" means an amendment to be made to existing arrangements in relation to this Agreement which is signed by both Parties;

"Charges" means the fees as set out in the Proposal, a Change Order or a Statement of Work to this Agreement;

"Claim" means any actual or threatened third party claim, demand or action;

"Client" means the legal entity detailed in the Proposal to this Agreement, which is duly authorised to contract hereunder;

"Client Data" means electronic data and information submitted by Client or its Authorised Users to the SmartSpace Cloud Services, including but not limited to any Personal Data;

"Client Materials" means any content and materials, provided by Client for the provision of the Professional Services or uploaded to the SmartSpace Cloud Services;

"Commencement Date" means the date of Client signature on the Acceptance Certificate issued on completion of user acceptance testing for the SmartSpace Cloud Services;

"Confidential Information" means information of a Party to this Agreement that is identified as such in writing or orally at the time of disclosure or which would be reasonably understood to be confidential and/or proprietary. The specific terms and conditions of this Agreement, as amended by the Parties from time to time, shall also be deemed Confidential Information. Confidential Information shall not include any information that: (i) is or becomes generally known to the public other than through a breach of this Agreement; (ii) was rightfully in the recipient's possession at the time of disclosure without restriction on use or disclosure; (iii) was independently developed by the recipient without use or reference to the discloser's Confidential Information or (iv) was rightfully obtained by the recipient from a third party not under a duty of confidentiality and without restriction on use or disclosure;

"Data Protection Legislation" means the Data Protection Act 2018 and Regulation 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, "GDPR".

"Dispute Resolution Procedure" means the procedure for dealing with disputes under this Agreement as set out in clause 14.12;

"Documentation" means such operating manuals, user instruction manuals, specifications, service descriptions and all other related materials in human and/or machine-readable forms for the use of the SmartSpace Services, as made available by SmartSpace or as specified as a deliverable;

"Effective Date" means the date that the applicable Proposal (or other Ordering Documents) under this Agreement is entered into by an authorised signature of the Client;

"Indemnifying Party(ies)" and "Indemnified Party(ies)" refer, respectively, to the Party that is providing or receiving

indemnification under clause 12;

"Intellectual Property Rights" means any and all intellectual property rights, including, without limitation, patents, inventions, know how, trade secrets and other confidential information, registered designs, copyrights, database rights, design rights, rights affording equivalent protection to copyright, trademarks, service marks, logos, domain names, business names, trade names, moral rights (whether or not capable of registration), and all registrations or applications to register any of the aforesaid items, together with the right to apply for registration of and/or register such rights any and all goodwill relating or attached thereto and all extensions and renewals thereof, rights in the nature of any of the aforesaid items in any country or jurisdiction, rights in the nature of unfair competition rights and rights to sue for passing off;

"Licence Term" refers to the first contractual Term set out in a Proposal under this Agreement; where this is not specified, the Licence Term shall be thirty-six (36) months from the Commencement Date.

"Offending Material" means any material, data, images or information which is: in breach of any law, regulation, code of practice or acceptable use policy; or false, inaccurate, abusive, indecent, defamatory, obscene or menacing or otherwise offensive; or in breach of any Intellectual Property Rights, privacy or any other right of any third party;

"OpEx Charges" means the Charges for SaaS and HaaS;

"Ordering Documents" means the Proposal and/or Statement of Work;

"Parties" means SmartSpace and the Client, and each a "Party";

"Professional Services" means any consulting, training, implementation and technical services (including software development) provided to Client, as stated in the relevant Proposal or Statement of Work, subject to payment of the Charges stated therein; unless otherwise stated, all deliverables provided in the performance of such services are owned by SmartSpace.

"Proposal" refers to the executed Ordering Document that sets out the Charges and options of SmartSpace Services selected by Client, and which incorporates the terms of this Agreement;

"Renewal Term" means the period described in clause 10.2.

"Service Levels" refers to the service levels outlined in Schedule X that shall be provided to the Client;

"SmartSpace Services" means the services identified in a Proposal and/or Statement of Work that are provided to Client subject to this Agreement, including but not limited to the SmartSpace Cloud Services and related Support, and the Professional Services;

"SmartSpace Cloud Services" means the subscription-based hosted solution, that is supported and operated on demand under this Agreement;

"SmartSpace Software" means the software provided by SmartSpace as part of certain SmartSpace Services (including the SmartSpace Cloud Services), but excluding any third-party software other than that of SmartSpace's licensors;

"Statement of Work" refers to the executed Ordering Document that sets out the Charges and a description of the Professional Services selected by Client, and which incorporates the terms of this Agreement;

"Subscriptions" refers to the user subscriptions purchased by the Client pursuant to clauses 2 and 3 of this Agreement and as specified in the Proposal which enables Client and its Authorised Users to access and use the SmartSpace Cloud Services and the Documentation in accordance with this Agreement.

"Support" means the services described in Schedule 1 as part of the SmartSpace Cloud Services at the level selected by Client in the Proposal;

"Tax" refers to VAT (UK Value Added Tax), sales tax and any similar additional tax;

"Term" means from the Effective Date until last day of the Licence Term, and any Renewal Term, as applicable;

"Working Day(s)" means a day (other than a Saturday, Sunday) on which clearing banks are open for business in the City of London, England;

1.2 In this Agreement (except where the context otherwise requires):

1.2.1 Any reference to any enactment, order, regulation or other similar instrument shall be construed as a reference to the enactment, order, regulation or instrument as amended, replaced, consolidated or re-enacted.

1.2.2 A reference to a party is to a party to this Agreement and shall include that party's personal representatives, successors or permitted assignees.

1.2.3 Words preceded by "include", "includes", "including" and "included" shall be construed without limitation by the words which follow those words.

1.3 In the event of any inconsistency between this Agreement and a Proposal or a Statement of Work, or other schedules to this Agreement, the conflict should be resolved according to the following descending order of priority:

**SMARTSPACE GLOBAL LIMITED
STANDARD TERMS AND CONDITIONS**

- 1.3.1 the Agreement
- 1.3.2 the Proposal and/or Statement of Work (subject to clause 4.1); then
- 1.3.3 the schedules and annexes.

2 ACCESS AND USE RIGHTS, RESTRICTIONS AND OBLIGATIONS

- 2.1 From the Commencement Date and subject to the terms and conditions of this Agreement (including the purchase by Client of Subscriptions as set out in the Proposal), SmartSpace hereby grants to the Client a non-exclusive, non-transferable right to permit its Authorised Users to access and use the SmartSpace Cloud Services and the applicable Documentation during the Licence Term (and any applicable Renewal Term) solely for the workplace management purposes of the Client.
- 2.2 The Client's access to and use of the SmartSpace Cloud Services shall be limited to the rights granted in this Agreement and shall be subject to any usage metrics specified in the Proposal (in particular, but without limitation, the specified number of Authorised Users). Additional Subscriptions can be purchased by Client upon execution of a Change Order for such purpose and subject to Client's payment of the applicable Charges.
- 2.3 In no event shall Client:
 - 2.3.1 allow the SmartSpace Cloud Services to be used by, or disclose all or any part of the SmartSpace Cloud Services to, any person except its Authorised Users under this Agreement, provided however that in the course of Client providing services to its Affiliates and its customers, the SmartSpace Cloud Services may be used for the benefit of a Client Affiliate or a Client customer; and/or
 - 2.3.2 sublicense, resell, lease, time-share or otherwise facilitate similar arrangements for the access to and use of the SmartSpace Cloud Services or Documentation to third parties; and/or
 - 2.3.3 cause or permit the reverse engineering, disassembly or de-compilation of the SmartSpace Software except to the extent permitted by applicable law and then only if or to the extent that SmartSpace has not made information available to Client for such non-competitive purpose.
- 2.4 Client has no licence to access or use, or any other rights in or to, the source code for the SmartSpace Software.
- 2.5 Client is prohibited from removing or altering any of the intellectual property rights notice(s) embedded in the SmartSpace Cloud Services or that SmartSpace otherwise provides with the SmartSpace Cloud Services and/or the SmartSpace Services. Client must reproduce the unaltered intellectual property rights notice(s) in any full or partial copies that the Client makes of the Documentation for the purpose of using the SmartSpace Services.
- 2.6 The Client acknowledges and agrees that export and import control laws may apply to its use of the SmartSpace Software and the SmartSpace Cloud Services and Client will neither export or re-export, directly or indirectly, the SmartSpace Software or SmartSpace Cloud Services, nor any direct product thereof in violation of such laws or use the SmartSpace Software or the SmartSpace Cloud Services for any purpose prohibited by such laws.
- 2.7 The Client will:
 - 2.7.1 provide SmartSpace with all necessary co-operation in relation to this Agreement, including access to such information as may be required by SmartSpace to facilitate use of the SmartSpace Services, subject to the confidentiality obligations hereunder;
 - 2.7.2 impress upon its Authorised Users the need to create secure passwords for their access credentials and that the sharing of such access credentials is strictly prohibited under the terms of this Agreement;
 - 2.7.3 maintain a list of Authorised Users and ensure that the Authorised Users use the SmartSpace Services and the Documentation in accordance with the terms and conditions of this Agreement. Client shall be responsible for any breach of this Agreement committed using its Authorised Users' access credentials; and
 - 2.7.4 ensure that its network and systems comply with the relevant specification requirements set out in the Documentation or in this Agreement and as provided by SmartSpace from time to time.
- 2.8 The Client undertakes to prevent the use of, and not to let any other person use the SmartSpace Software or SmartSpace Cloud Services to store, reproduce, transmit, communicate or receive any Offending Material or malicious code, or otherwise gain access to the SmartSpace Software or the SmartSpace Cloud Services for the purpose of developing competitive solutions or solutions with similar functions.
- 2.9 SmartSpace may (but is not obliged to) monitor and inspect the Client's use in connection with the SmartSpace Cloud Services at any time. If SmartSpace finds, is aware of or believes that the Client is in breach of clause 2.8 or any other provisions in this section, SmartSpace may, in the relevant circumstances, in consultation with the Client (but is not obliged to):
 - 2.9.1 remove the Offending Material; and/or
 - 2.9.2 suspend and/or permanently disable the SmartSpace Cloud Services or any part of it; or
 - 2.9.3 terminate this Agreement immediately.

3 SMARTSPACE CLOUD SERVICES

- 3.1 As of the Commencement Date and subject to the terms and conditions of this Agreement, SmartSpace shall provide the SmartSpace Cloud Services. SmartSpace is under no obligation to perform any services other than those described in this Agreement and the relevant Ordering Documents.
- 3.2 The Client acknowledges that as the SmartSpace Cloud Services are provided to other subscribers, the functionality of the SmartSpace Cloud Services and the Documentation may change from time to time to incorporate updates, as notified to Client from time to time, provided that the standard of the SmartSpace Cloud Services does not materially degrade.
- 3.3 SmartSpace shall provide Client with Support as part of the SmartSpace Cloud Services. Support is a requirement of this Agreement and is not separable from the rights of the Client to use the SmartSpace Cloud Services.
- 3.4 SmartSpace shall have no obligation to provide Support for any SmartSpace Software which has been modified by Client or by a person under Client's direction, or to correct a problem caused by Client's negligence, Client's equipment malfunction or other causes beyond the control of SmartSpace.
- 3.5 The Client is responsible for maintaining the confidentiality of the Account(s) and passwords and for all users of its Account(s). The Client shall use all reasonable endeavours to prevent any unauthorised access to, or use of, the SmartSpace Cloud Services and/or the Documentation and will immediately notify SmartSpace of any unauthorised access or use of the Account(s) of which the Client becomes aware.
- 3.6 SmartSpace shall have no obligation to provide the SmartSpace Cloud Services (or any SmartSpace Services) and may suspend provision of the same if Client fails to pay any applicable undisputed Charges as they become due or is otherwise in breach of this Agreement.
- 3.7 SmartSpace will be responsible for maintaining ISP network connectivity capable of servicing the relevant internet traffic to and from the SmartSpace Cloud Services. The Client may connect to the SmartSpace Cloud Services using the Internet, a VPN, or a private network connection, all of which the Client shall be responsible for providing, installing, and managing, as well as any required network connections or network hardware. SmartSpace does not accept any responsibility for delays, delivery failures or any other loss or damage resulting from the transfer of data over communications networks or facilities, including the internet.
- 3.8 SmartSpace shall provide the SmartSpace Cloud Services in accordance with the applicable Service Levels. Under no circumstances will any temporary unavailability or instances thereof be deemed a material breach under the Agreement.
- 3.9 The Client shall issue an Acceptance Certificate to SmartSpace at the successful completion of user acceptance testing ("UAT"). In the event that the Client does not advise that the SmartSpace Cloud Services have passed or failed UAT within five (5) Working Days of being submitted for UAT, the SmartSpace Cloud Services shall be deemed to have been successful and SmartSpace shall notify the Client of such acceptance via email.

4 PROFESSIONAL SERVICES

- 4.1 **Ordering Documents.** SmartSpace will provide Professional Services to Client as detailed in a Proposal, and as may be further detailed in a Statement of Work. No additional Professional Services will be performed by SmartSpace without executing a Change Order or a Statement of Work outlining such Professional Services and the applicable Charges. Unless otherwise stated in the Proposal or Statement of Work, Professional Services Charges will be invoiced on the Effective Date. If there is any conflict between the provisions of this Agreement and those of a Statement of Work, this Agreement shall control unless the Statement of Work states that certain provision of this Agreement is superseded by a specific provision of the Statement of Work.
- 4.2 **Change Orders.** (i) Either Party may, by giving written notice to the other at any time during the Term of this Agreement or the specific term of a Statement of Work, as applicable, request a change to the specific Professional Services under a Statement of Work or Ordering Document. (ii) The Parties shall each provide such assistance, co-operation and information as required in order to allow SmartSpace to prepare a Change Order. (iii) Within 15 (fifteen) Working Days of receipt of a Change Order, the Client shall inform SmartSpace in writing of whether or not the Client wishes the requested change to be made, and if it does, the Parties shall sign the Change Order, which shall amend and/or replace the existing Statement of Work or portion of the Service Order in relation to Professional Services, prior to SmartSpace commencing the relevant work. Otherwise, the existing Statement of Work or Service Order will continue to apply and SmartSpace shall have no further obligation in relation to Client's Change Order.
- 4.3 **Project Management.** Each Party will appoint a point of contact within its organisation for the performance of the Professional Services which are the subject of a Statement of Work or Service Order. Each Party will carry out its responsibilities set out in this Agreement and/or the applicable Statement of Work in a timely and efficient manner. In the event of any delays in Client's provision of such assistance as agreed by the Parties, SmartSpace may adjust any agreed timetable or delivery schedule as reasonably necessary.
- 4.4 **Onsite Projects.** (i) Each Party agrees that when its employees, contractors and/or contractors' employees are working on the premises of the other Party, such personnel shall make themselves aware of and comply with the rules and regulations applicable to the conduct of personnel on those premises. Each Party shall comply with all statutory requirements regarding health and safety matters and notify the other Party as soon as they become aware of any health and safety hazards that may affect the conduct of onsite projects as well as instruct and enlist any necessary assistance and implement any necessary

**SMARTSPACE GLOBAL LIMITED
STANDARD TERMS AND CONDITIONS**

safety measures. (ii) The Client shall allow SmartSpace's personnel such access to the Client's premises as is reasonably necessary for SmartSpace to carry out its obligations in relation to any onsite Professional Services for the Client. The Client shall provide to SmartSpace all permissions necessary to obtain such access.

- 4.5 **Hardware.** SmartSpace will provide the hardware listed in the Ordering Document or Statement of Work, subject to the terms stated therein. Title in such hardware and any applicable third party manufacturer warranties shall pass upon payment of the applicable Charges; risk shall pass upon delivery.

5 INTELLECTUAL PROPERTY RIGHTS / OWNERSHIP

- 5.1 All rights, interest and legal and beneficial title in and to all Intellectual Property Rights created, developed, subsisting or used in or in connection with the SmartSpace Software and the SmartSpace Services will be the absolute property of and will vest and remain vested in SmartSpace (or the relevant third-party licensors) and the Client shall have no right in or to such Intellectual Property Rights.
- 5.2 For the avoidance of doubt, Intellectual Property Rights in all of the following shall vest in SmartSpace: (a) any software, components thereof and developments provided to Client under a Statement of Work for Professional Services (or under a Ordering Document); (b) any works of authorship, inventions, discoveries, techniques, designs, processes and improvements.
- 5.3 The Client will own the Client Materials.

6 CONFIDENTIALITY

- 6.1 During and after the Term, neither Party shall (i) disclose the other's Confidential Information to any third party, except as necessary on a need-to-know basis to their Affiliates, legal advisers, auditors, consultants and contractors who are under confidentiality obligations, provided always that the Parties shall remain liable for such other parties' compliance with this clause 6; nor (ii) make any use of the other Party's Confidential Information, except as permitted by, and for the purposes of, this Agreement. Each Party will use at least the same standard of care to maintain the confidentiality and secrecy of the other Party's Confidential Information as it uses for its own Confidential Information (but in no event less than a reasonable standard of care).
- 6.2 If the receiving Party is compelled by law to disclose Confidential Information of the disclosing Party, to the extent permitted by law, the disclosing Party shall use commercially reasonable efforts to (i) seek confidential treatment for the Confidential Information and (ii) notify the disclosing Party to allow it to seek a protective order.
- 6.3 All Confidential Information that the receiving Party receives from the disclosing Party (including any copies thereof in any media) shall remain the exclusive property of the disclosing Party. Nothing in this Agreement grants the receiving Party any right, title to or interest in the disclosing Party's Confidential Information.
- 6.4 The Parties agree that monetary damages may not be sufficient compensation for any actual or threatened breach of this clause 6 and therefore the disclosing Party shall be entitled to seek an injunction or other equitable relief to prevent Confidential Information from becoming public in breach of this Agreement.

7 DATA PROTECTION

- 7.1 The Parties undertake to comply, and to procure that their employees, agents and contractors comply with the applicable Data Protection Legislation.
- 7.2 SmartSpace acknowledges that it may, in providing the SmartSpace Cloud Services and SmartSpace Services, have access to Client Data comprising "personal data" and that it shall be a "data processor" in respect of such data and Client shall be the "data controller", as such terms are defined in the applicable Data Protection Legislation.
- 7.3 The Client undertakes that Client:
- 7.3.1 has obtained and continues to maintain all necessary consents for SmartSpace to process such personal data in accordance with the Agreement;
 - 7.3.2 assumes sole responsibility for the accuracy, quality and legality of, and the means by which the Client acquired any personal data contained in the Client Data.
- 7.4 SmartSpace undertakes that it will:
- 7.4.1 use any such personal data solely for the purpose of supply of the SmartSpace Cloud Services and/or performing the SmartSpace Services for the duration of the Agreement;
 - 7.4.2 process the personal data only in accordance with Client's instructions consistent with this Agreement;
 - 7.4.3 take appropriate technical and organisational measures to prevent unauthorised or unlawful processing or, accidental loss or destruction of or damage to such personal data;
 - 7.4.4 ensure that its personnel engaged in the processing of personal data are informed about the confidential nature of the personal data, have received appropriate training and have entered confidentiality undertakings which survive the termination their engagement. Access to the personal data when required shall be limited to the personnel performing the SmartSpace Services hereunder;

**SMARTSPACE GLOBAL LIMITED
STANDARD TERMS AND CONDITIONS**

- 7.4.5 with the exception of incidents caused by Client or Client's Authorised Users, SmartSpace shall notify Client without undue delay upon becoming aware of the accidental or unlawful destruction, loss, alteration, unauthorised disclosure of or access to the Client Data including any personal data therein which was transmitted, stored or processed through the SmartSpace Services and take commercially reasonable steps to address such incident.
- 7.5 SmartSpace will make available the Client Data for Client to download or export upon Client's request received within 30 (thirty) days of the effective date of termination or expiration of this Agreement without intent to renew; after that period, SmartSpace shall have no obligation to maintain copies of the Client Data (and any personal data therein) and may delete any copies thereof in accordance with its data retention policy and applicable law.
- 7.6 Client acknowledges and agrees that SmartSpace has retained third party subprocessors in connection with the provision of the SmartSpace Services and has entered into written agreements in relation thereto containing data protection provisions not less protective than those in this Agreement.
- 7.7 SmartSpace will make available to Client its current list of subprocessors and notify Client before authorising replacement of the same in relation to the SmartSpace Services which are the subject of this Agreement. In the event that Client objects to such replacement, Client's sole option shall be to terminate the concerned SmartSpace Services under the Agreement. SmartSpace will provide a pro-rated refund for any pre-paid unused SmartSpace Cloud Services as at the effective date of termination.
- 7.8 To the extent permitted by law, SmartSpace will promptly notify Client if SmartSpace receives a request from a data subject to exercise its data subject rights of access, rectification, restriction from processing, objection to processing, erasure, data portability, or its right not to be subject to an automated individual decision-making. SmartSpace will make commercially reasonable efforts to assist Client by appropriate technical and organisational measures for the fulfilment of Client's obligations to respond to such request. To the extent legally permitted, Client will be responsible for any costs arising from any such assistance by SmartSpace.

8 CHARGES AND PAYMENTS

- 8.1 Payment terms for all Charges are thirty (30) days from receipt of an undisputed invoice.
- 8.2 CapEx Charges shall be invoiced on the Effective Date, unless otherwise stated in the Ordering Document.
- 8.3 OpEx Charges shall be invoiced quarterly in advance, unless otherwise stated in the Ordering Document.
- 8.4 All Charges shall be paid through such standard payment methods as agreed by the Parties in the Ordering Document. The Client must notify SmartSpace in writing as soon as is reasonably practicable if the Client cancels or amends payment instructions, such as direct debits, and shall provide new payment arrangements at the time of writing to ensure an uninterrupted service provision.
- 8.5 The Client must pay all sums under this Agreement: (a) without any set-off, restriction or condition and without any deduction for or on account of any counterclaim; and (b) without deduction of or withholding for or on account of any present Taxes, levies, duties, charges, fees, deductions or withholdings of any nature.
- 8.6 Any Charges SmartSpace quotes are exclusive of Taxes. The Client will pay such Taxes in addition where chargeable.
- 8.7 If any sum payable to SmartSpace under an undisputed invoice in relation to this Agreement (or any part of it) is not paid in accordance with the payment terms stated in the Ordering Document or the applicable Statement of Work, SmartSpace may, without prejudice to any other right or remedy: (a) charge interest on such amount outstanding at the annual rate of four per cent (4%) over The Bank of England base rate from time to time in force from the due date until paid in full; and/or (b) suspend the SmartSpace Services until the amount due is paid in full.
- 8.8 Charges for any Renewal Term shall be agreed between the Parties in writing. If the Parties fail to agree the Charges for the Renewal Term prior to its commencement, SmartSpace shall be entitled to charge the Client for the Renewal Term the greater of (i) SmartSpace's standard charges for the SmartSpace Services in force at the start of the Renewal, or (ii) the same Charges that applied to the initial Licence Term for the SmartSpace Services.
- 8.9 SmartSpace agrees that Client's Affiliates may place Ordering Documents under this Agreement; Client agrees to retain ultimate liability for the acts and omissions of its Affiliates, including but not limited to payment obligations.

9 DISPUTED AMOUNTS

- 9.1 If the Client disputes SmartSpace's entitlement to any part of an amount claimed by SmartSpace for the SmartSpace Services, the provisions of this clause 9 shall apply.
- 9.2 The Client shall notify SmartSpace in writing within 10 (ten) Working Days of receipt by the Client of the relevant invoice in relation to which the Client, acting in good faith, disputes an amount and shall submit to SmartSpace such supporting evidence as the Client may have.
- 9.3 Subject to clause 9.2, the Client may defer payment of the disputed amount pending determination of SmartSpace's entitlement thereto, provided however that Client shall pay on their due date any other undisputed amounts.
- 9.4 Within 10 (ten) Working Days following receipt by SmartSpace of Client's notice pursuant to clause 9.2 above, SmartSpace shall respond by notifying the Client of its assessment and determination in relation to the relevant disputed amount; although

**SMARTSPACE GLOBAL LIMITED
STANDARD TERMS AND CONDITIONS**

each case will be determined on its own merits, in the event of the following outcomes, the Parties agree as follows:

- (a) if SmartSpace indicates that it does agree with the Client's statements made in the notice, SmartSpace shall issue the Client with an amended invoice reflecting the corrected amounts payable, if any;
- (b) if SmartSpace indicates that it does not agree with all or any of the Client's statements made in notice, the matter or matters in question shall be determined in accordance with the Dispute Resolution Procedure set out in clause 14.12 (Dispute Resolution).

10 TERM AND TERMINATION

- 10.1 This Agreement shall commence on the Effective Date of the Proposal to which these terms apply, and unless terminated in accordance with the provisions hereunder, shall continue for the Term.
- 10.2 The Parties shall meet no later than 90 (ninety) days prior to the end of the Licence Term or any subsequent Renewal Term to agree the terms under which the SmartSpace Services shall continue to be provided following the expiry of the Licence Term (or any Renewal Term). If the Parties fail to agree the terms for the Renewal Term, then the Client may serve a notice of termination in accordance with clause 10.3. Unless notice of termination is served in accordance with clause 10.3 (or this Agreement is otherwise terminated in accordance with its other provisions), then, subject to clause 10.4, this Agreement shall be automatically extended for a Renewal Term of 12 (twelve) months.
- 10.3 Either Party may terminate this Agreement with effect from the expiry of the Licence Term or any Renewal Term by serving written notice to the other Party no later than ninety (90) days prior to the expiry of the then current Licence Term.
- 10.4 Either Party may terminate this Agreement immediately at any time by giving written notice to the other Party if the other Party is unable to pay its debts when due, becomes subject of a petition or any proceeding related to insolvency, receivership, liquidation, administration or assignment for the benefit of creditors or similar in any jurisdiction.
- 10.5 Either Party may terminate this Agreement immediately if the other Party materially breaches any term of this Agreement and fails to remedy that breach (if such breach is capable of remedy) within 30 (thirty) days of a written notice requiring it to do so. If the Agreement is terminated due to an uncured material breach of SmartSpace, then SmartSpace will provide the Client with a pro-rated refund of any prepaid unused Charges as at the effective date of termination.
- 10.6 SmartSpace may terminate this Agreement immediately at any time if:
 - 10.6.1 it reasonably suspects and can provide evidence that the Client has misused or made improper or inappropriate use of the SmartSpace Cloud Services (or the SmartSpace Software), or the use (or misuse) of the SmartSpace Cloud Services is such that the ability to provide service to other subscribers is impaired in any way whatsoever; or
 - 10.6.2 the Client undergoes any divestment, re-organisation, de-merger or is subject to sale which would result, in the opinion of SmartSpace acting reasonably, in the SmartSpace Cloud Services (and/or the SmartSpace Software, if applicable), or the Documentation being or becoming accessible to the competitors of SmartSpace.
- 10.7 For the avoidance of doubt, Client may not terminate this Agreement for convenience and in the event that Client does not wish to use the SmartSpace Services for the remainder of the Term, Client will still be liable for the Charges that apply for making the SmartSpace Cloud Services (or any other SmartSpace Services) available to Client during such period. SmartSpace's practice of invoicing certain Charges on an annual basis shall not discharge Client's payment obligations in relation to multi-year commitments in relation to the SmartSpace Services.
- 10.8 Upon the expiry or termination of this Agreement for any reason:
 - 10.8.1 the Client will immediately pay SmartSpace all outstanding sums due under this Agreement;
 - 10.8.2 the Client will, at SmartSpace's option but at the Client's expense, immediately return to SmartSpace and/or uninstall, expunge, delete or destroy all relevant SmartSpace Software, Documentation and/or any other items or materials provided by SmartSpace to the Client; and
 - 10.8.3 the rights granted to the Client to use the relevant parts of the SmartSpace Cloud Services will immediately cease.
- 10.9 The Client agrees that upon the termination of this Agreement (other than as per 11.5 above), any Charges or other agreed charges that the Client has paid in advance will not be refunded to the Client.
- 10.10 Any termination of this Agreement shall:
 - 10.10.1 be without prejudice to any other rights or remedies that the Parties may have under this Agreement or at law; and
 - 10.10.2 not affect the coming into or continuance in force of any provision of this Agreement that is expressly or by implication intended to come into or continue in force on or after such termination (including, without limitation, all obligations relating to non-use and non-disclosure of Confidential Information, limitation of liability, indemnity, warranties, and such other terms which by their nature survive termination).

11 WARRANTIES AND DISCLAIMERS

- 11.1 SmartSpace Warranties. SmartSpace warrants for the Term that: (a) the SmartSpace Cloud Services, when used in accordance with this Agreement and the applicable Documentation will perform in substantial conformance with the service

**SMARTSPACE GLOBAL LIMITED
STANDARD TERMS AND CONDITIONS**

description in the Documentation; (b) SmartSpace will exercise reasonable skill and care in the performance of the Professional Services in accordance with standard industry practices and as described in the Statement of Work or Ordering Document.

- 11.2 Sole and Exclusive Remedies. To extent permitted by law, Client's sole and exclusive remedies arising out of or in connection with breaches of the warranties in clause 11.1 above are limited to: (a) in relation to the SmartSpace Cloud Services, the replacement of the SmartSpace Cloud Services; (b) in relation to the Professional Services, the re-performance of the Professional Services.
- 11.3 Mutual Warranty. Each Party warrants that it has full capacity and authority, and all necessary licences, permits and consents to enter into and perform this Agreement and that those signing any Ordering Document incorporating the terms of this Agreement are duly authorised to bind the Party for whom they sign.
- 11.4 Disclaimer of Warranties. Except for the express warranties stated in clause 11.1 (and 11.3), SmartSpace (a) makes no additional representation, condition, guarantee or warranty of any kind – whether express or implied, by operation of law or statute; (b) disclaims all implied conditions and warranties of satisfactory quality, fitness for a particular purpose, merchantability, and similar; (c) does not warrant that the SmartSpace Software, SmartSpace Services, the information obtained by the Client through use of the SmartSpace Services will be virus or error -free, or meet Client's requirements; (d) disclaims its responsibility for delays, interruptions, delivery failures and related damages resulting from transfers of data over communication facilities. Further, Client acknowledges and accepts that SmartSpace is not responsible, for any material, data, images or information transmitted, used, communicated, passed over or received, through or on the SmartSpace Cloud Services. In particular, SmartSpace does not warrant the quality or accuracy of such material, data, images or information and is not liable if they contain any Offending Material. The Client's use of such material, data or information is solely at the Client's own risk and is subject to all applicable laws, regulations, codes of practice and acceptable use policies. Client shall not make or pass any representation or warranty on behalf of SmartSpace to any third party.

12 INDEMNITIES

- 12.1 By SmartSpace. SmartSpace will defend, indemnify and hold the Client harmless from and against any Claims that the SmartSpace Cloud Services or the SmartSpace Software infringe the Intellectual Property Rights of a third party, provided however that SmartSpace shall have no liability in relation to a Claim to the extent the Claim arises from or is in relation to:
- 12.1.1 any modification of the SmartSpace Cloud Services or the SmartSpace Software by anyone other than by SmartSpace or as authorised by SmartSpace in writing to act for or on its behalf; or
- 12.1.2 the use or combination of the SmartSpace Cloud Services or the SmartSpace Software with any computer, computer platform, operating system and/or database management system or other software other than provided by SmartSpace or that is not supported or specified by SmartSpace in the relevant specification; or
- 12.1.3 to the extent that the SmartSpace Cloud Services or the SmartSpace Software hold or incorporate any Client Materials or other work or technology which has been provided by the Client (whether through customisation services under the Professional Services or otherwise); or
- 12.1.4 any SmartSpace Cloud Services for which there is no Charge under the applicable Ordering Document.
- 12.2 By Client. Client will defend, indemnify and hold SmartSpace harmless from and against any Claims made or brought against SmartSpace by any third party concerning the Client Materials and any Offending Material used by Client (including its Authorised Users or any other Client-related users, such as those from Client Affiliates) on the SmartSpace Cloud Services or in relation to any combinations that the Client makes of the SmartSpace Cloud Services or the SmartSpace Software with other technologies not provided by SmartSpace.
- 12.3 Procedures. The Parties' respective indemnification obligations in this clause 12 are expressly conditioned on the following:
- 12.3.1 the Indemnified Party giving the Indemnifying Party prompt written notice of the Claim, except that failure to provide prompt notice will only limit the indemnification obligations to the extent that the Indemnifying Party is prejudiced by such delay or failure;
- 12.3.2 the Indemnifying Party having sole control over the defence of any such Claim and of all negotiations for its settlement or compromise; if once the Indemnifying Party has assumed control of the defence, the Indemnified Party chooses to represent its own interests in any such action, the Indemnified Party may do so at its own expense with advance written notice thereof to the Indemnifying Party, but such representation must not prejudice the Indemnifying Party's right to control the defence of the Claim and to negotiate its settlement or compromise;
- 12.3.3 the Indemnifying Party shall not settle any Claim without the Indemnified Party's written consent if the settlement (i) contains a stipulation to or admission or acknowledgement of, any liability or wrongdoing on the part of the Indemnified Party; (ii) involves the incurrance of any costs or expenses on the part of the Indemnified Party; or (iii) imposes any obligation upon the Indemnified Party;
- 12.3.4 the Indemnified Party (at the Indemnifying Party's expense) must provide assistance to facilitate the settlement or defence of the Claim, as the Indemnifying Party may reasonably request;
- 12.3.5 the Indemnified Party's compliance with any court order or settlement made in connection with the Claim.

**SMARTSPACE GLOBAL LIMITED
STANDARD TERMS AND CONDITIONS**

- 12.4 The Indemnifying Party will indemnify the Indemnified Party against: (i) all damages, costs and legal fees finally awarded in respect of any Claim; (ii) expenses (including reasonable legal fees, except for those incurred in contravention of clause 12.3.2 above) incurred in connection with the defence of the Claim; and (iii) all amounts that the Indemnifying Party agreed to pay to any third party in settlement of any Claims which were settled by the Indemnified Party with the Indemnifying Party's approval.
- 12.5 Infringement Remedy. If any part of the SmartSpace Cloud Services (or a portion thereof) or the SmartSpace Software are, or in SmartSpace's opinion are likely to become, the subject of a Claim, then SmartSpace, at its sole option and expense, will either:
- 12.5.1 obtain for the Client the right to continue using the allegedly infringing portions of the SmartSpace Cloud Services or the SmartSpace Software under the terms of this Agreement;
 - 12.5.2 replace the allegedly infringing SmartSpace Cloud Services or SmartSpace Software with services or products that are substantially equivalent in function, or modify them so that they become non-infringing and substantially equivalent in function; or
 - 12.5.3 refund to the Client the unused portion of any pre-paid Charges, if applicable, for the allegedly infringing SmartSpace Cloud Services or the SmartSpace Software and discontinue the Client's use of such SmartSpace Cloud Services (or portion thereof) or SmartSpace Software, as applicable.
- 12.6 Without limiting SmartSpace's duty to indemnify Client as otherwise provided in clause 12.1, the remedy described in clause 12.5 sets out Client's sole and exclusive remedy with respect to any actual or alleged infringement of Intellectual Property Rights of the SmartSpace Cloud Services or the SmartSpace Software.

13 LIMITATION OF LIABILITY

- 13.1 Neither Party shall be liable for (a) any indirect, incidental, consequential, special, pure economic, exemplary or punitive losses or damages, or for (b) any of the following, in each case, whether direct or indirect: loss of profits, loss or corruption of data, loss of anticipated savings, goods, business, revenue, depletion of goodwill or similar losses, whatever the basis for the cause of action, including without limitation, under negligence, and even if apprised of the possibility of such losses or damages.
- 13.2 Nothing in this Agreement shall limit or exclude either Party's liability for: (i) death or personal injury resulting from negligence; (ii) fraud or fraudulent misrepresentation; (iii) a Party's wilful misconduct; (iv) any other liability the exclusion or limitation of which is not permitted by English law; (v) violation of the confidentiality obligations as stated in clause 6 or (vi) in relation to the indemnification obligations stated in clause 12.
- 13.3 Subject to clauses 13.1 and 13.2 above, neither Party's total aggregate liability of any kind arising out of or in connection with this Agreement, regardless of the forum and basis for the cause of action or claim (including, without limitation, under negligence) will exceed:
- (a) in respect of the SmartSpace Cloud Services, the total amount paid or payable by Client to SmartSpace under the Ordering Document under which the claim arises in the 12 (twelve) months preceding the date on which the claim arises; or
 - (b) in respect of the Professional Services, the total amount paid or payable by Client to SmartSpace under the Ordering Document or Statement of Work under which the claim arises in the 12 (twelve) months preceding the date on which the claim arises.

14 GENERAL

- 14.1 **Non-solicitation.** (i) During the Term of this Agreement and for the period of 12 (twelve) months after expiry or termination (if earlier) of this Agreement, neither Party (including its officers, employees or agents, whether as a consultant, principal, partner, director, employee or otherwise) shall employ or solicit (whether directly or indirectly) the services of any employee, officer, agent or consultant of the other Party who was engaged and/or involved in providing or receiving the SmartSpace Services. (ii) Where a Party employs or solicits the services of any employee, officer, agent or consultant pursuant to clause 14.1, then the other Party shall be entitled to recover as a debt from the Party that employs or solicitors an employee, officer, agent or consultant (a) an amount equal to 6 (six) months' gross salary, pay or fees (as the case may be) of such employee, officer, agent or consultant calculated on the basis of the earnings at the time when they were employed or engaged by the Party entitled to recover under this clause; and in addition (b) the costs of re-hiring up to a maximum amount of £8,000.
- 14.2 **Relationship.** At all times, the Parties act independently and are not agents or representatives of the other. This Agreement is not intended to create a joint venture, partnership, agency or similar relationship between the Parties. No Party has the authority to bind the other.
- 14.3 **Marketing and PR.** Client hereby consents for SmartSpace to use the Client's company name, logo, trade mark or service mark to identify and announce Client as a SmartSpace client in its client lists, marketing and advertising materials. Client shall provide SmartSpace with a copy of the relevant logo, trade mark or service mark in a suitable format to be used in marketing materials. With Client's prior written consent, SmartSpace may create and publish a case study based on Client's use of the SmartSpace Services.
- 14.4 **Force Majeure.** (a) Except with respect to the payment of Charges hereunder, neither Party will be liable to the other for any failure or delay in performance under this Agreement due to circumstances beyond its reasonable control, including acts of god, acts of war, terrorist acts, accident, labour disruption, strikes, industrial disputes, acts, omissions and defaults of third

parties and official, governmental and judicial action not the fault of the Party failing or delaying in performance, or the threat of any of the foregoing affecting a Party's performance. The affected Party shall provide the other Party with periodic updates on the nature and expected duration of the force majeure event and use commercially reasonable efforts to address and mitigate it to the extent possible. (b) If either Party is prevented from performing its obligations under this Agreement by a force majeure event which continues for more than 60 (sixty) days, then either Party will be entitled to terminate this Agreement without liability to the other Party forthwith on giving written notice of termination to the other Party.

- 14.5 **Counterparts.** The Ordering Document to which this Agreement applies, and which incorporates these terms by reference may be executed in counterparts, each of which constitutes an original and all of which taken together constitute the same agreement, in relation to which electronic or handwritten signatures shall have the same effect.
- 14.6 **Notices.** All notices required to be given under this Agreement will be in writing and sent by email: if to SmartSpace, at LegalNotices@connectib.com; if to Client, to the recipient at the address set out on the Ordering Document or to such other address as the Client may designate by notice given in accordance with this clause 14.6. Notwithstanding the generality of the foregoing, notifications of material breach and notices of termination due to a material breach of the terms of the Agreement shall additionally be delivered and confirmed by registered post or courier delivery. For the actioning of any rights under such notices, the date of delivery by email shall prevail, provided always that such notice is received during working hours on a Working Day in England, UK; otherwise, it shall be deemed to have been received on the next Working Day.
- 14.7 **Assignment.** Either Party may assign this Agreement in connection with a merger, acquisition or sale of all or substantially all of its business or assets, except if such potential assignment (i) is to a competitor of the other Party to this Agreement; (ii) expands or attempts to expand the scope of any licence or rights granted hereunder; or (iii) the purchaser is insolvent or unable to pay its debts as they become due. Except to the extent expressly permitted in this clause, this Agreement may not be assigned by either Party, except with the prior written consent of the other, such consent not to be unreasonably withheld or delayed.
- 14.8 **Third Party Rights.** Unless expressly provided in this Agreement, the terms of this Agreement (whether express or implied) are not enforceable by a party who is not a Party to this Agreement pursuant to the Contracts (Rights of Third Parties) Act 1999.
- 14.9 **Anti-Bribery/Anti-Corruption and Compliance with Applicable Laws.** The Parties agree:
- 14.9.1 to comply with all applicable laws relating to anti-bribery and anti-corruption;
- 14.9.2 not to engage in any activity, practice or conduct which would constitute an offence under the applicable laws relating to anti-bribery and anti-corruption;
- 14.9.3 to comply with all laws, rules and regulations applicable to the use of the SmartSpace Software and the SmartSpace Services.
- 14.10 **Severability.** If any part, term, provision or clause of this Agreement proves to be invalid or unenforceable, the validity or enforceability of the remaining parts, terms, provisions and clauses will not be affected. The Parties' rights and obligations will be construed as if this Agreement did not contain the particular invalid or unenforceable part, term, provision or clause.
- 14.11 **Waiver.** No delay or failure of either Party to exercise any of their powers, rights or remedies in the event of a breach of any clause or section of this Agreement will be construed to operate as a waiver of them, nor any single or partial exercise of any such powers, rights or remedies preclude any other or further exercise of them. Any waiver to be effective must be in writing.
- 14.12 **Dispute Resolution.** If a dispute arises out of or in connection with this Agreement (or any component thereof), or in relation to the performance, validity and enforceability of it, then, except as expressly provided in this Agreement, the Parties shall follow the Dispute Resolution Procedure set out below:
- 14.12.1 either Party shall give to the other written notice of the dispute, setting out the nature and full particulars, together with the relevant supporting documentation. On service of the dispute notice, Client and SmartSpace shall attempt in good faith to resolve the dispute;
- 14.12.2 if the Parties are for any reason unable to resolve the dispute within 14 (fourteen) days of service of the dispute notice, the dispute shall be referred to senior management of each Party, who shall attempt in good faith to resolve it; and
- 14.12.3 if the Parties' senior management are for any reason unable to resolve the dispute within 14 (fourteen) days of it being referred to them, the Parties will attempt to settle it by mediation, in accordance with the CEDR Model Mediation Procedure.
- 14.12.4 Unless otherwise agreed between the Parties, the mediator shall be nominated by CEDR Solve. To initiate the mediation, a Party must serve a notice in writing, an ADR Notice, to the other Party requesting mediation. A copy of the ADR Notice should be sent to CEDR Solve. The mediation will start no later than 14 (fourteen) days after the date of the ADR Notice. Unless otherwise agreed by the Parties, the place of mediation shall be nominated by the mediator. No Party may commence any court proceedings, other than to seek injunctive relief -which either Party shall be entitled to do at any time-, in relation to any dispute arising out of this Agreement until 30 (thirty) days after the appointment of the mediator, provided that the right to issue proceedings is not prejudiced by a delay.
- 14.13 **Governing law and jurisdiction.** This Agreement (and any contractual or non-contractual dispute arising out of or in connection with it) shall be governed by and construed in accordance with the laws of England. The Parties agree to the

exclusive jurisdiction of the English courts.

- 14.14 **Entire Agreement.** The Agreement contains the entire understanding of the Parties with respect to its subject matter and supersedes and extinguishes all prior oral and written communications between the Parties about such matters. The Parties acknowledge and agree that in entering into this Agreement, and the documents referred to therein, they do not rely on, and will have no remedy in respect of, any statement, representation, warranty or understanding (whether negligently or innocently made) of any person (whether party to this Agreement or not) other than as expressly set out in this Agreement. Any purchase order or similar document, which may be issued by the Client in connection with this Agreement, does not modify this Agreement. No modification of this Agreement will be effective unless it is in writing, is signed by each Party, and expressly provides that it amends this Agreement by way of variation of the same.

SCHEDULE 1: Software Maintenance and Support

1. Maintenance

- 1.1. SmartSpace will provide software maintenance as part of our support & maintenance obligations.
- 1.2. This service provides corrective software maintenance for a period of four (4) weeks following successful UAT or go live of the SmartSpace Cloud Services, whichever is the sooner. Corrective maintenance will diagnose and fix errors in the SmartSpace Cloud Services in order to return the services being provided to the agreed specification.
- 1.3. This service does not include provision for either of the following maintenance situations:
 - 1.3.1. Adaptive Maintenance – modifying the system to cope with changes in the software environment. In these instances, any work required to be carried out would be done so under a support & services contract.
 - 1.3.2. Perfective Maintenance – implementing new or changed user requirements which concern functional enhancements to the SmartSpace Cloud Services. If any changes are requested, these would be managed under SmartSpace's change control process.

2. Upgrades

- 2.1. SmartSpace will provide minor upgrades as part of the SmartSpace Cloud Services.
- 2.2. Major product upgrades may incur charges subject to specification and features.

3. Support

- 3.1. If the Client experiences a problem with using the SmartSpace Cloud Services that is due to an error or defect in the Software, then SmartSpace shall try to fix that error or defect in accordance with the timescales below.
- 3.2. Online Support Portal available 24/7/365 for the raising and responding to of support tickets
- 3.3. Support Portal address:
<http://www.support.smartspaceplc.com>, or such other website as may be notified by SmartSpace support from time to time.
- 3.4. Support resolution to be provided during working hours on Working Days between the hours of 09:00 – 17:00, (GMT) and 04:00 – 12:30, (EST) (“Business Hours”).
- 3.5. Support is covered by the severity of incident. The below table provides the standard definitions and applicable response times. The severity level of the incident shall be assessed by SmartSpace's support staff:

Severity Level	Description	Response Time
Urgent	The error is mission critical to the Client's business and work cannot proceed without the resolution of the error.	2 Business Hours
High	A severe, but not business critical, loss of Services is experienced. There is no workaround available.	6 Business Hours
Medium	A moderate loss of Service is experienced but the impact is more	8 Business Hours

	inconvenient than critical.	
Low	A minor or inconvenient loss of function is experienced. The use of the Services is not materially impeded.	1 Business Day

- 3.6. Any request for support services for the investigation of issues not related to the performance of the SmartSpace Cloud Services, including but not limited to creation of updating mapping information, importing additional data, data updates/amendments; additional user accounts and/or provision of training services are fully excluded from this Agreement and shall be chargeable, as and when required, at the prevailing rate
- 3.7. The Client shall provide all reasonable assistance and information to assist SmartSpace's support team in responding to the support request. SmartSpace shall be entitled to close a support ticket if 3 (three) consecutive attempts have been made to contact the reporting party in relation to the incident and a response has not been received.
- 3.8. If a secure VPN login is requested by SmartSpace, the Client shall provide and support secure VPN software and credentials for remote login.
- 3.9. Should it not be possible to resolve a Software issue remotely, an engineer may be despatched to attend site within 3-4 Working Days of the unsuccessful remote resolution attempt. Such on-site visits will be chargeable at the prevailing rates.
- 4. Hosting**
 - 4.1. Suitable cloud-based hosting services will be provided to allow the Client to benefit from SmartSpace Cloud Services.
- 4.2. Service Availability**
 - 4.2.1. SmartSpace Cloud Services are intended to be available 24 hours a day on all days.
 - 4.2.2. SmartSpace target that the SmartSpace Cloud Services are available for at least 95.0% of the time they are meant to be available.
 - 4.3. “Downtime” meaning the total amount of minutes where all continuous attempts to connect to and be served content by the hosting environment within a minute fail.
 - 4.4. When determining Downtime, it will not include unavailability to the extent that it results directly from any one or more of the following only:
 - 4.4.1. SmartSpace suspending the SmartSpace Cloud Services provided that it is entitled to do so in accordance with the terms of this Agreement;
 - 4.4.2. Unauthorised modifications of the SmartSpace Cloud Services;
 - 4.4.3. Incompatible or defective technology infrastructure;
 - 4.4.4. faults on the Client's network;
 - 4.4.5. incorrect use of the SmartSpace Cloud Services by the Client, operator error or circumstances created by the Client or members of staff using the SmartSpace Cloud Services which is not in accordance with any

**SMARTSPACE GLOBAL LIMITED
STANDARD TERMS AND CONDITIONS**

user instructions provided by SmartSpace;

- 4.4.6. suspension due to breach or suspected breach of any term of this Agreement by the Client;
- 4.4.7. Planned Maintenance;
- 4.4.8. Emergency Maintenance; and / or
- 4.4.9. Force Majeure.

**4.5. PREVENTATIVE SERVER MAINTENANCE
(SCHEDULED MAINTENANCE DOWNTIME)**

- 4.5.1. This service applies exclusively to SmartSpace's hosting services. Activities required to be performed under this remit will be carried out during a routine maintenance window and may include some or all of the following activities;
 - 4.5.1.1. Installation of updated drivers
 - 4.5.1.2. Installation of updated software
 - 4.5.1.3. Installation and verification of anti-virus definitions and updates
 - 4.5.1.4. The running of any disk software utilities (i.e. Defrag and Scandisk)
 - 4.5.1.5. Deleting unused programs or files
 - 4.5.1.6. Power cyclingeach "Planned Maintenance".
- 4.5.2. Any server Downtime associated with Planned Maintenance is excluded from any applicable SLA guarantees regarding hosting availability and will not be taken into account when determining the time hosted servers are available.
- 4.5.3. SmartSpace will provide to the Client a minimum of 48 (forty-eight) hours' notice of any Planned Maintenance.

4.6. EMERGENCY MAINTENANCE

- 4.6.1. This refers to any reactive or corrective action needed to be taken, at SmartSpace's sole discretion, in order to remedy conditions causing, or likely to cause severe Service degradation or to avoid an immediate threat including but not limited to implementation of security patches, "Emergency Maintenance".
- 4.6.2. Any Emergency Maintenance shall be implemented at earliest opportunity. SmartSpace shall notify at the earliest opportunity which may occur after the Emergency Maintenance has been completed.
- 4.6.3. Any Downtime associated with Emergency Maintenance is excluded from any applicable SLA guarantees regarding hosting availability and will not be taken into account when determining the time hosted servers are available.

SCHEDULE 2: Professional Services

1. General

- 1.1. As part of the specification SmartSpace will provide various SmartSpace Services – project planning, configuration, training, map creation, report building and more (if applicable).
- 1.2. These SmartSpace Services will have dates associated to them and as such be agreed by the Client and the SmartSpace staff member doing the implementation. Once these dates have been agreed, if the Client wishes to change a date then five (5) Working Days-notice needs to be given unless it is an unforeseen circumstance.
- 1.3. If Client does not give five (5) Working Days-notice' then full day rate fees can be applied (at SmartSpace's discretion).
- 1.4. If SmartSpace wish to amend, cancel or change a date due to unforeseen circumstances then SmartSpace will provide alternative dates and times at no additional fees.
- 1.5. SmartSpace shall use all reasonable endeavours to meet any performance dates for the SmartSpace Services specified in the Ordering Document or other project documentation, but any such dates shall be estimates only and time shall not be of the essence for the performance of the SmartSpace Services.
- 1.6. As part of the configuration process SmartSpace will ask you to review the configuration work and sign it off as being as intended (via email). SmartSpace kindly ask for this to be completed within a maximum of 10 Working Days of that work being completed to avoid any possible delays. If not completed in that time frame then SmartSpace reserves the right to assume that the work has been completed as intended.
- 1.7. SmartSpace shall have the right to make any changes to the SmartSpace Services which are necessary to comply with any applicable law or safety requirement, or which do not materially affect the nature or quality of the SmartSpace Services, and SmartSpace shall notify the Client in any such event.

2. Client Delays

- 2.1. If SmartSpace's performance of any of its obligations in respect of the SmartSpace Services is prevented or delayed by any act or omission by the Client or failure by the Client to perform any relevant obligation ("Client Default"):
 - 2.1.1. SmartSpace shall without limiting its other rights or remedies have the right to suspend performance of the SmartSpace Services until the Client remedies the Client Default, and to rely on the Client Default to relieve it from the performance of any of its obligations to the extent the Client Default prevents or delays SmartSpace's performance of any of its obligations;
 - 2.1.2. SmartSpace shall not be liable for any costs or losses sustained or incurred by the Client arising directly or indirectly from SmartSpace's failure or delay to perform any of its obligations as set out in this clause 2.1; and
 - 2.1.3. the Client shall reimburse SmartSpace on written demand for any costs or losses sustained or incurred

by SmartSpace arising directly or indirectly from the Client Default.

3. Assumptions

- 3.1. This Proposal and the corresponding Charges have been based on the following Assumptions:
 - 3.1.1. Client shall be responsible for the overall program management of the Project;
 - 3.1.2. Client shall assign a single point of contact for the SmartSpace Services;
 - 3.1.3. Client shall supply any graphics or images required for the SmartSpace Services in a suitable format, either .JPG, .GIF or another format agreed between the parties;
 - 3.1.4. Where integration is required with the Client's back-end systems, the Client's IT team will provide all required information and data files to SmartSpace and, where appropriate, will follow configuration guidelines and instructions given by SmartSpace;
 - 3.1.5. Client shall ensure that required personnel and resources are available in line with agreed project plan, and shall advise SmartSpace if there is any change to availability;
 - 3.1.6. Client shall be responsible for all end user training which will be carried out by Client's administrator users;
 - 3.1.7. Client's administrator users shall be the first point of contact for all user enquiries during the SmartSpace Services;
 - 3.1.8. All SmartSpace Services shall be delivered remotely unless expressly agreed to be on site as specified in the project plan;
 - 3.1.9. Client, where authorised in line with the Client's security policy, shall provide SmartSpace with remote access through VPN connection. Where Client is unable to provide such remote access, Client shall provide web conferencing facilities at Client's cost which allow for Client personnel to share desktops with SmartSpace personnel;
 - 3.1.10. Client has ensured that they understand the appropriate procedures related to bringing an installation team and hardware on site.
 - 3.1.11. Client shall request and obtain all necessary permissions in advance and make arrangements for security and out-of-hours access.
 - 3.1.12. The Client should inform SmartSpace of any procedures or authorisation requirements in plenty of time for them to be completed prior to the agreed installation date.
 - 3.1.13. Client shall be responsible for informing managers and staff in the affected areas of the possible disruption and presence of external workers and ensure that all sensitive information is securely stored away, and the area is cleared before the installation team come on site.
 - 3.1.14. Where Hardware is being installed, Client shall ensure all cabling is in place in line with SmartSpace's

**SMARTSPACE GLOBAL LIMITED
STANDARD TERMS AND CONDITIONS**

- specifications prior to scheduled installation dates.
- 3.1.15. Client shall obtain appropriate clearance for SmartSpace to install the applicable hardware and, where applicable, connect to Client's network.
 - 3.1.16. All SmartSpace Cloud Services to be provided are based on product features and functionality available as part of SmartSpace's Workplace solution, and are configured for use by the Client;
 - 3.1.17. The Client shall keep all physical assets in the same formation following mapping, and if any changes are required the Client shall notify SmartSpace to ensure that any changes do not impact the recording and reporting functionality. If the changes impact recording and/or reporting, additional charges may be incurred at the rates given in the rate card to rectify;
 - 3.1.18. Integration between SmartSpace Workplace Outlook Plug-in (if required) will be through Outlook Exchange;
 - 3.1.19. All configuration shall be undertaken by Client with support from SmartSpace provided through training and mentoring;
 - 3.1.20. All training sessions (if included) are to be provided via the web using web conferencing unless otherwise agreed in the project plan; and

4. Dependencies

- 4.1. The following are dependencies for the SmartSpace Services, if the Client is unable to fulfil, either partially or fully, the dependencies the timelines for the Project may be impacted and additional Charges may be incurred:
 - 4.1.1. Map creation to be based on Customer-provided assets;
 - 4.1.2. All mapping files to be provided in a suitable format to be agreed between SmartSpace and Client;
 - 4.1.3. DWG files for each floor to be mapped, required to be provided by Client must include machine readable text fields and layer information; and
 - 4.1.4. All site information, including meeting room names, neighbourhoods/zones, building names to be submitted by Client in a template to be provided by SmartSpace.
- 4.2. Client shall attend all planned reviews and meetings; failure to attend may result in project dates being pushed back;
- 4.3. Client shall ensure a member of their IT personnel is available for the project to provide on-site technical activities relating to the Client's systems and software;
- 4.4. Client will be provided with a spreadsheet for data capture and this must be completed prior to the System Rules Workshop taking place;
- 4.5. Client shall provide access to their Microsoft Exchange platform for connection to the supplied Hardware and SmartSpace Cloud Services where required;
- 4.6. Client shall ensure that all mobile devices intended to use SmartSpace Mobile shall run either Android 8.0 or later; or iOS 10.0 or later; and have Bluetooth version 5.0 or above functionality;
- 4.7. Client shall ensure the appropriate power and network

- connections are available for the Hardware. Client shall inform SmartSpace once completed to schedule installation.
- 4.8. The Client should notify SmartSpace as soon as they became aware of an issue relating to a dependency or assumption for the parties to resolve through the agreed project governance.

SCHEDULE 3: Hardware

1. Delivery

- 1.1. SmartSpace shall ensure that each delivery of the Hardware is accompanied by a delivery note which shows the date of the Ordering Document, all relevant Client and SmartSpace reference numbers, the type and quantity of the Hardware (including the code number of the Hardware, where applicable), special storage instructions (if any) and, if the Ordering Document is being delivered by instalments, the outstanding balance of Hardware remaining to be delivered.
- 1.2. SmartSpace shall deliver the Hardware to the location set out in the Ordering Document or such other location as the parties may agree ("Delivery Location")
- 1.3. Delivery of the Hardware shall be deemed to have taken place on the earliest date of SmartSpace delivering the Hardware to the Delivery Location or five (5) Working Days after SmartSpace notifies the Client that the Hardware are ready.
- 1.4. Any dates quoted for delivery of the Hardware are approximate only, and the time of delivery is not of the essence.
- 1.5. SmartSpace shall not be liable for any delay in delivery of the Hardware that is caused by a Force Majeure Event or the Client's failure to provide SmartSpace with adequate delivery instructions or any other instructions that are relevant to the supply of the Hardware.
- 1.6. If SmartSpace fails to deliver the Hardware, its liability shall be limited to the costs and expenses incurred by the Client in obtaining replacement goods of similar description and quality in the cheapest market available, less the price of the Hardware. SmartSpace shall have no liability for any failure to deliver the Hardware to the extent that such failure is caused by a Force Majeure Event the Client's failure to provide the Client with adequate delivery instructions for the Hardware or any relevant instruction related to the supply of the Hardware.
- 1.7. If the Client fails to accept or take delivery of the Hardware within five (5) Working Days of the Client notifying the Client that the Hardware are ready, then except where such failure or delay is caused by a Force Majeure Event or by the Client's failure to comply with its obligations under the Agreement in respect of the Hardware:
 - 1.7.1. delivery of the Hardware shall be deemed to have been completed at 9.00 am on the 5th Working Day
 - 1.7.2. following the day on which SmartSpace notified the Client that the Hardware were ready; and
 - 1.7.3. the Client shall store the Hardware until delivery takes place, and charge the Client for all related costs and expenses (including insurance).
- 1.8. If thirty (30) Working Days after SmartSpace notified the Client that the Hardware were ready for delivery the Client has not accepted or taken delivery of them, SmartSpace may resell or otherwise dispose of part or all of the Hardware.
- 1.9. The Client shall not be entitled to reject the Hardware by reason only of short delivery.

2. Quality of goods

- 2.1. SmartSpace warrants that on delivery, and for a period of 12 months from the date of delivery ("Warranty Period"), the Hardware shall:
 - 2.1.1. conform in all material respects with their description ;
 - 2.1.2. be free from material defects in design, material and workmanship; and
 - 2.1.3. be of satisfactory quality (within the meaning of the Sale of Goods Act 1979);
- 2.2. Where applicable SmartSpace shall to the extent that it is able pass on to the Client the benefit of any manufacturer's standard warranty or guarantee that is provided to the end user of the Hardware in question.
- 2.3. Subject to clause 2.4, if:
 - 2.3.1. the Client gives notice in writing during the Warranty Period within a reasonable time of discovery (and not more than 14 days after any defect becoming apparent) that some or all of the Hardware do not comply with the warranty set out in clause 2.1;
 - 2.3.2. SmartSpace is given a reasonable opportunity of examining such Hardware; and
 - 2.3.3. the Client (if asked to do so by SmartSpace) returns such Hardware to SmartSpace's place of business at the Client's cost,
 - 2.3.4. SmartSpace shall, at its option, repair or replace the defective Hardware, or refund the price of the defective Hardware in full.
- 2.4. SmartSpace shall not be liable for the Hardware's failure to comply with the warranty in clause 2.1 if:
 - 2.4.1. the Client makes any further use of such Hardware after giving a notice in accordance with clause 2.3;
 - 2.4.2. the defect arises because the Client failed to follow SmartSpace's oral or written instructions as to the storage, installation, commissioning, use or maintenance of the Hardware or (if there are none) good trade practice;
 - 2.4.3. the defect arises as a result of SmartSpace following any drawing, design or Hardware Specification supplied by the Client;
 - 2.4.4. the Client alters or repairs such Hardware without the written consent of SmartSpace;
 - 2.4.5. the defect arises as a result of fair wear and tear, wilful damage, misuse or use other than in accordance with SmartSpace's and/or manufacturer's instructions, negligence, or abnormal working conditions;
 - 2.4.6. the Hardware differ from their description as a result of changes made to ensure they comply with applicable statutory or regulatory standards; or
 - 2.4.7. the Client is in breach of any of these Conditions.
- 2.5. Except as provided in this clause 2, SmartSpace shall have no liability to the Client in respect of the Hardware's failure to comply with the warranty set out in clause 2.1.
- 2.6. The terms of this Agreement shall apply to any repaired or replacement Hardware supplied by SmartSpace under clause 2.3.

3. Intellectual Property Rights

- 3.1. Third party manufacturer of the Hardware retains all right, title and interest in all intellectual property rights in the Hardware. The Client shall not, or allow any third party to:
 - 3.1.1. Modify or create any derivative works of the Hardware;
 - 3.1.2. Circumvent any access control or security mechanisms of the Hardware; or
 - 3.1.3. Reverse engineer, translate, disassemble, decompile

or otherwise attempt to create any source code which is derived from the Hardware.

(including power surges) not under the direct management of SmartSpace.

4. Hardware as a Service

- 4.1. Where Hardware is provided on an "As A Service" basis as indicated in the Ordering Document, the Hardware shall remain at the risk of SmartSpace until delivery of the Hardware to the Delivery Location(s), whereupon the risk shall pass to Client. The title in the Hardware shall pass to Client upon final payment of the applicable Charges at the end of the Initial Term.
- 4.2. The Client shall ensure the Hardware is maintained in good workable condition, except for reasonable wear and tear, throughout the Initial Term. In the event that Client fails to pay the Charges SmartSpace shall have the right to recover the Hardware from Client.
- 4.3. Upon transfer of risk to Client in accordance with 4.1, Client shall be responsible for repair or replacement of any damaged or lost Hardware or exclusions from the manufacturer's warranty (except where due to the negligence of SmartSpace) and shall hold sufficient insurance to cover any such loss until the title of the Hardware passes to Client.

- 5.5.7. Screen brightness and image quality decline in line with manufacturers specifications.
- 5.5.8. Deterioration or faults caused by operation in environmentally non-suitable locations, including temperature, moisture, fumes, etc.

5. Hardware Support and Maintenance

- 5.1. SmartSpace will provide basic support to the Client for the Hardware detailed in the Ordering Document and further detailed in any Hardware Specification annexed to this Agreement. Basic support covers advice and guidance, if other services such as remote assistance, on site presence or faster response times are required these may incur an additional charge.
- 5.2. At SmartSpace's discretion and where the issue has failed to be resolved remotely, SmartSpace may issue a Return Goods Authorisation (RGA) requesting the Hardware unit be returned to the address stated in the RGA for assessment.
- 5.3. Where it is necessary to attend site to resolve Hardware failures, such Hardware will be replaced/repared under the terms of the manufacturer's warranty. Where the manufacturer's warranty will not cover the costs of the fix or replacement a replacement/repair cost will be provided to the Client in accordance with Change control.
- 5.4. This service will be provided subject to the availability of spares from the relevant equipment providers. Where such availability ceases, SmartSpace reserve the right to amend/replace the Hardware with suitable alternatives.
- 5.5. Exclusions include the following and may be chargeable separately at the agreed hourly rates.
 - 5.5.1. Vandal, accident or theft related damage or loss.
 - 5.5.2. Damage caused by unauthorised internal access or unauthorised repairs to the equipment.
 - 5.5.3. Damage caused by incorrect cleaning carried out by staff or other 3rd parties.
 - 5.5.4. False callouts.
 - 5.5.5. Damage or loss caused by other insurable risks.
 - 5.5.6. False callouts and attendance to site as a result of 3rd party network or mains supply failures or fluctuations

