



Tempora Services Agreement

Welcome to Tempora

Thanks for using our products and services (“Services”). The Services are provided by Tempora Software Limited (company number 04361706) with registered address at 44 Commercial Road, Paddock Wood, Kent TN12 6EL United Kingdom (“Tempora”, “we”, “us” or “our”).

By using our Services, you are agreeing to these terms. If you do not agree, you should not use our Services.

1. Contract Terms

1.1 We agree to provide our Services to you on the following terms and conditions.

2. Our Charges

2.1 You shall pay the charges for our setting up and your use of the Services as set out on our invoices by the invoice due date. If an invoice becomes seven days overdue, we may withhold any part or all of the Services without liability to you.

2.2 We may on written notice amend the prices we charge for our Services to reflect any variation in the cost of supplying the Services.

2.3 You may increase or decrease your number of Users (any person with a current staff record in Tempora) at any time by email notice to ‘support@temporasoftware.com’. Amended charges will apply from the beginning of the month in which we receive such notice. If you reduce the number of Users, any discount previously applied to your charges may become void. User number changes must be by a minimum of three.

2.4 Regardless of clause 2.3, you may not reduce your number of Users below a number that represents fifty percent of the highest number of Users that you had in the previous Contract Year or, where you are in the first Contract Year, below a number that represents fifty percent of the highest number of Users that you had in the previous Contract Month. (In this agreement “Contract Year” means each initial and successive period of twelve consecutive months starting from the date you started using the Tempora Services (and “Contract Month” shall have an equivalent meaning in relation to a period of 30 consecutive days.)

3. Your Obligations

You agree that:

3.1 you will be responsible for all use of the Services made by any person using a Tempora user name and password assigned to you or any member of your staff, including protecting and securing any such user name and password from unauthorised use;

3.2 if at any time you believe any such user name and password is being used by unauthorised persons you will tell us immediately; and

3.3 you are responsible for checking the accuracy of the data inputted (by us) to and outputted from the Services.

4. Confidentiality

4.1 Except as otherwise required by law we agree to keep your data confidential, as well as any other matter that is either stated by you as being confidential or which is clearly of a confidential nature. We agree to process your data only in accordance with your instructions. You and we agree to keep the terms of this agreement confidential at all times.

5. Intellectual Property Rights

5.1 You agree that:

5.1.1 all intellectual property rights (including copyright) in the Services belong to us and/or our licensors. Unless otherwise expressly set out in this agreement, we do not grant you any rights to, or in, copyright, database right, trade names, trademarks (whether registered or unregistered), or any other rights or licences in respect of the Services or related documentation.

5.1.2 except as otherwise permitted by law, you will not copy, adapt, modify, reverse engineer or create derivative works of any of the Services for any reason including to build or provide Services that are the same or similar, whether in competition with us or otherwise.

6. Term and Termination

6.1 This agreement shall commence on the date you started using the Tempora Services and shall continue thereafter (unless otherwise terminated in accordance with its terms) until either party provides no less than 60 days' written notice of termination.

6.2 Either we or you shall be entitled to terminate this agreement immediately by written notice to the other if the other commits any material breach of this agreement and, in the case of a breach capable of remedy, fails to remedy it within 21 days after receipt of a written notice giving full details of the breach and requiring it to be remedied.

6.3 If either party is the subject of a bankruptcy order (or the equivalent in any other jurisdiction), becomes insolvent or makes any arrangement or composition with, or an assignment for the benefit of, its creditors, or if any of its assets are the subject of any form of seizure. If either party goes into liquidation, either voluntary or compulsory, or if a receiver or administrative receiver or administrator is appointed, this agreement can also be terminated immediately by the other party.

7. Liability

7.1 We will supply the Services with reasonable skill and care. However, we do not warrant that the Services are error-free or continuous, nor that they will meet your specific requirements.

7.2 Nothing in this clause or this agreement shall exclude or limit our liability for personal injury or death resulting from our negligence or for fraud or for fraudulent misrepresentation or anything else which by law may not be restricted or excluded.

7.3 Subject to clause 7.2 our total liability to you in any Contract Year whether in contract, tort (including negligence), breach of statutory duty or otherwise (including all warranties and indemnities) arising in connection with this agreement shall be limited to the greater of GBP 2,000 and the amount paid by you for

the Services during the Contract Year in which the event first giving rise to such liability arose (and any claims made after termination of this Agreement will be limited to the Charges paid in the final Contract Year).

7.4 Subject to clause 7.2 we shall not be liable for any indirect or consequential loss of whatever nature.

7.5 Subject to clause 7.2 we will not be liable for loss of data, loss of profit or revenue, loss of opportunity or contract, loss of goodwill or reputation, wasted management time and/or computer downtime.

7.6 In the event of failure of server hardware, server software or network infrastructure that requires data to be recovered from backup, we will use reasonable endeavours to recover data to the state that existed immediately prior to the failure but, where that is not possible and data is lost or corrupted, we shall not be liable for re-entering your data or for the costs incurred by you or any other party in re-entering data. You agree that it is your responsibility to make all necessary backups of any data that you submit to us.

7.7 You agree that we shall be given prompt notice of any claims that are made against you for infringement by you of any third party intellectual property rights in connection with your use of the Services. We shall have the right to defend any such claims and to make settlements of them at our discretion and you shall give such assistance as we may reasonably require to settle or oppose any such claims, which we may do entirely at our own discretion.

8. Data

8.1 Both parties agree to comply with the Data Protection Schedule set out at Annexure 1.

9. Services

9.1 We reserve the right to change the specifications of the Services at any time and without notice provided that such substitutions do not materially affect the performance of the Services.

10. Support

10.1 Support means advice on how to use our Services and the investigation of problems with the same and is available on weekdays excluding English public holidays, 09:00 and 17:30 (UK time).

10.2 We reserve the right to charge you (at our then current hourly rate) for (i) reconfiguration of your company set up on Tempora; or (ii) carrying out tasks that are covered in the online help documentation.

10.3 We may not be able to support our Products or Services on the latest version of any operating system until we have confirmed the completion of relevant compatibility testing.

11. Your Rights to Your Data

11.1 If you choose to terminate this agreement we will use reasonable endeavours to make your data available to you, subject to your payment of our reasonable fees for assisting you.

12. General

12.1 If any dispute arises out of this agreement the parties will attempt in good faith to negotiate a settlement. If the matter is not resolved by negotiation, the parties will refer it to mediation in accordance with the Centre for Effective Dispute Resolution ("CEDR") Model Mediation Procedure. (See www.cedr.co.uk). Unless otherwise agreed, the mediator shall be appointed by CEDR. If the parties fail to agree terms of settlement

within 42 days of the start of the first meeting held under such procedure, the dispute may be referred to litigation by either party.

12.2 A person who is not a party to these terms may not enforce any of them under the Contracts (Rights of Third Parties) Act 1999.

12.3 Your rights and obligations set out in these terms may not be assigned, subcontracted or transferred in any way without our prior written consent.

12.4 These terms shall be governed by English Law and you and we submit to the exclusive jurisdiction of the English Courts.

12.5 We shall not be liable for any breach of this agreement caused by matters beyond our reasonable control.

12.6 We may refer to you in our company blog, Twitter or Facebook accounts; publish on our website your logo and any commentary about Tempora provided by you; and refer to you in any other promotional material.

12.7 You agree that your continued use of Tempora after you have been sent these terms shall mean you are deemed to have accepted these terms, notwithstanding any failure to sign and return them to Tempora.

Annexure 1 - Data Protection

These are the obligations of Tempora and its clients in respect of personal data provided to Tempora.

1 The parties shall comply with their obligations under the Data Protection Act 1998 ('the Act'), including the Data Protection Principles set out in the Act relating to the use, storage or transmission of personal data provided to Tempora to enable it to carry out its obligations under this Agreement ('Relevant Data').

2 The parties acknowledge that, for the purposes of the Act, Tempora is the data processor and the client is the data controller of any Relevant Data.

3 In its capacity as data processor, Tempora shall take appropriate technical and organisational measures to protect the Relevant Data against unauthorised or unlawful processing and against accidental loss, destruction, damage, alteration or disclosure. These measures shall be appropriate to the nature of the Relevant Data and the harm that might result should that Relevant Data not be protected.

4 Tempora shall comply with any of the client's reasonable instructions in relation to the collection, processing and disposal of any Relevant Data.

5 Tempora will not transfer outside the EEA any Relevant Data without the prior written consent of the client, unless adequate measures are taken to protect such data, as set out in the Act.

6 Tempora shall process the Relevant Data only to the extent, and in such manner, as is necessary for Tempora to provide the Services.

7 Tempora shall take reasonable steps to ensure that all Tempora personnel that access the Relevant Data are informed of its confidential nature and comply with Tempora's obligations in this Schedule.

8 Tempora shall promptly notify the client if it receives: (i) a request from a data subject to have access to that person's personal data; or (ii) a complaint or request relating to the client's obligations under, or in relation to the Act; and Tempora shall provide the client with reasonable cooperation and assistance in relation to any complaint or request.

9 Tempora shall notify the client as soon as it becomes aware of any security breach affecting any Relevant Data being processed by Tempora and provide all reasonable assistance to the client in respect of the same.

10 The client warrants that all data subjects relating to the Relevant Data have given their valid (and where required under the Act, their explicit) consent to the transfer of their personal data by the client to Tempora and to the processing of their personal data by Tempora for the provision of the Services.