

Alta IP™ Services Agreement with you “the Customer”

The Agreement is between **ALTA IP LIMITED**, a company incorporated in Scotland (No. SC718820) and having its Registered Office is at 95 Camus Avenue, Edinburgh, Scotland, EH10 6QY (“**Alta IP**”) and you, (“**the Customer**”).

If the Customer does not agree to be bound by these Terms and Conditions (“**Terms and Conditions**”), the Customer cannot order or use any Subscription Services or any Professional Services. The Customer must be at least 18 years old to order Subscription Services. The person entering into the Agreement on behalf of the Customer warrants that he/she has the authority of the Customer to enter into the Agreement on the Customer’s behalf.

Alta IP’s issue of an Order Form to the Customer constitutes a contractual offer and the Customer’s signing/acceptance of the Agreement and acceptance/signing of an Order Form will conclude the contract between Alta IP and the Customer relating to the Subscription Services and Professional Services listed in the Order Form. All Order Forms will be deemed to be subject to and include the Terms and Conditions.

The contract (“**Agreement**”) between the Customer and Alta IP will comprise:

1. the Order Form(s);
2. the Terms and Conditions;
3. the Privacy Policy; and
4. the SLA.

If there is any conflict between the terms of an Order Form and the Terms and Conditions, then the terms of the Order Form will prevail.

The elements of the Contract will have precedence as follows:

1. Order Form (s) (in reverse chronological order);
2. Terms and Conditions;
3. Privacy Policy;
4. SLA.

PART ONE – SUBSCRIPTION SERVICES.

1. Grant of Licence.

Alta IP grants to the Customer a non-exclusive, royalty based (i.e. the Fees specified in the Order Form), non-sublicensable, term licence to Use the Subscription Services for the Customer’s internal business purposes for the Subscription Term, subject to the following conditions:

- 1.1. The Subscription Services are located on the Platform. Alta IP has full administrative access rights to the Platform. Users may access the Subscription Services but have no right to administer the Platform or receive a copy of the object code or source code to the Software.
- 1.2. Users must have a reasonable speed Internet connection, and Local Equipment that is compatible with the Subscription Services, as set out in the Documentation. None of these things are Alta IP’s responsibility.
- 1.3. Alta IP may periodically Upgrade and Update the Services, in order to provide Users with a greater, evolving user experience. Some of these changes shall occur automatically, while others may require the Customer to schedule and implement the changes. The changes may also mean that Users need to upgrade their Local Equipment in order to make efficient use of the Subscription Services. Alta IP shall provide the Customer with reasonable notification in advance in this case.
- 1.4. Alta IP has all required distribution rights to the Intellectual Property in the Software and the Documentation.
- 1.5. Neither party shall be under any liability to the other in respect of anything which, apart from this provision, may constitute breach of the Agreement arising by reason of Force Majeure.

2. Conditions of Use.

The Subscription Services provided to the Customer are non-exclusive, non-transferable and are for the Customer's internal business use only. The Customer's right to use the Subscription Services is subject to the following conditions:-

the Customer shall not:

- 2.1. subject to Clause 20.4 of the Agreement, transfer to any other person any of its rights to use the Subscription Services;
- 2.2. sell, license, rent or lease the Subscription Services except as provided for in the Agreement;
- 2.3. make the Subscription Services available to anyone who is not a User;
- 2.4. create any derivative works based upon the Subscription Services or Documentation;
- 2.5. copy any feature, design or graphic in, or reverse engineer the Software (including without prejudice to the foregoing generality the graphical user interface and/or menu command hierarchy);
- 2.6. access the Subscription Services (i) in order to build a competitive solution or to assist someone else to build a competitive solution; or (ii) if the User is an employee or contractor of a Alta IP competitor;
- 2.7. use the Subscription Services in a way that violates any criminal or civil law;
- 2.8. load test the Subscription Services in order to test scalability; or,
- 2.9. exceed any usage limits listed on the applicable Order Form.

3. User Content/Security

- 3.1. Users provide all data for use in the Subscription Services, and Alta IP is not obliged to modify or add to User Content except as specified in Clause 4. The Customer is solely responsible for User Content and the accuracy of User Content.
- 3.2. User Content belongs to Users or their licensors, and Alta IP makes no claim to any right of ownership in User Content except as specifically provided herein.
- 3.3. Alta IP shall keep User Content confidential in accordance with Clause 16 of the Agreement.
- 3.4. Subject to the terms of Clauses 4 and 23, Alta IP shall only be entitled to use User Content strictly as necessary to carry out its obligations under the Agreement, and for no other purpose. However, Alta IP:
 - 3.4.1. may observe and report back to the Customer on the Customer's and its clients' usage of the Subscription Services, and make recommendations for improved usage of the Subscription Services;
 - 3.4.2. may identify trends and publish reports on its findings from data aggregated from the User Site(s) provided such reports do not identify the Users and otherwise anonymise the data and comply with the principles of terms of Clause 16 (Confidentiality); and,
 - 3.4.3. shall use reasonable endeavours to ensure that the data centre containing the User Content complies with ISO 27001.
- 3.5. Alta IP shall, in providing the Subscription Services, comply with the Privacy Legislation and in accordance with its Privacy Policy and Clauses 21 and 22 of the Agreement. For the purposes of the Legislation (except in the case of Data Sharing in terms of Clause 22), Alta IP will be a Data Processor and the Customer will be the Data Controller of User Content. This clause is in addition to, and does not relieve, remove or replace, Alta IP's obligations or rights under the Privacy Legislation.
- 3.6. Sharing of login/account details is not permitted unless expressly authorised in writing by Alta IP. Users must keep login/account details confidential and Users should not reveal their username or password to any unauthorised third parties. Alta IP accepts no liability for any losses or damages incurred as a result of account details being shared in breach of the terms of the Agreement. It is recommended that Users do not save login/account details in their internet browser.
- 3.7. Passwords must be robust and difficult to break.
- 3.8. Industry Best Practice security recommendations should be implemented at all times, such as (a) maintaining a recognised Cyber Essentials Certification IT systems such as <https://www.cyberessentials.ncsc.gov.uk>; (b) Always implementing strong, robust, difficult to break passwords, that are changed on a regular basis; (c) that Users do not save login/account details in their internet browser; and (d) implementing two factor authentication at each endpoint.
- 3.9. Whereas as part of the Subscription Services, Alta IP may host email accounts or other online communications infrastructure or subscription accounts (including the Alta IP subscription itself) for Users, Alta IP accepts no responsibility and shall not be liable for third parties accessing such email, online communications accounts or subscription accounts by way of breaking or hacking passwords. It is the responsibility of Users to ensure that all email, online communications accounts and subscription accounts are properly protected with robust passwords. The terms of Clause 4 apply to the use of any such email, online communications accounts and subscription accounts.

4. Acceptable Usage Policy

- 4.1. Without prejudice to the generality of Clause 2.7, when using the Subscription Services; Users should do so in accordance with the following rules:
 - 4.1.1. Users must not use obscene or vulgar language;
 - 4.1.2. User Sites may not contain any material that is unlawful or otherwise objectionable (including that which may be in breach of rules, regulations or legislation in force in the United Kingdom or any other jurisdiction in which the Customer's User Site can be lawfully accessed. This does not extend to material which may be automatically blocked in certain jurisdictions but that is lawful in the Customer's home country);
 - 4.1.3. User Sites may not contain any material that is intended to promote or incite violence or any other unlawful conduct against any group, individual or animal. This includes, but is not limited to, the provision of instructions on how to assemble weapons of any kind, bombs, grenades or other explosive devices;
 - 4.1.4. User Sites may not infringe the Intellectual Property rights of any third party including, but not limited to, copyright, trademarks, patents and designs;
 - 4.1.5. User Sites may not contain any material that may contain viruses or other software or instructions that may damage or disrupt other software, computer hardware or communications networks; and
 - 4.1.6. User Sites may not be used for unauthorised mass-communications such as "spam" or "junk mail".
- 4.2. Alta IP does not screen or pre-approve any User Site or User Content (although Users acknowledge that Alta IP may do so if it wishes).
- 4.3. Alta IP may edit a User Site to comply with the provisions of sub-Clause 4.1 without prior consultation. In cases of severe breaches of the provisions of sub-Clause 4.1, a User Site may be taken down and the relevant account may be suspended or terminated. The Customer will not be informed in writing of the reasons for such alterations or take downs.
- 4.4. Alta IP accepts no responsibility or liability for any infringement of third-party rights by User Sites.
- 4.5. Alta IP will not be liable in any way or under any circumstances for any loss or damage that any User may incur as a result of such User Sites, or Alta IP exercising its rights under the Agreement, nor for any errors or omissions in User Sites. Use of and reliance upon User Sites is entirely at the Customer's own risk.
- 4.6. The Customer acknowledges that Alta IP may retain copies of any and all communications, information, User Content and User Sites sent to Alta IP.
- 4.7. Users must comply with the terms of the Privacy Legislation at all times.
- 4.8. The Customer shall be liable for the actions of Users who are the Customer's employees and consultants and all other third parties for the breach of the terms of the Agreement by such employees and consultants and all other third parties as if such breach was made by the Customer.

5. Intellectual Property

- 5.1. Subject to the exceptions in Clause 6 of the Agreement, all Content, that is not User Content, and the Database and the Software and the Documentation are the property of Alta IP, or Alta IP's Affiliates or licensors. By continuing to use the Subscription Services the Customer acknowledges that such material is protected by applicable United Kingdom and international Intellectual Property and other laws.
- 5.2. The Customer may print, reproduce, copy, distribute, store or in any other fashion re-use Content from the Subscription Services for personal or educational purposes only unless otherwise given Alta IP's express written permission to do so. Specifically, the Customer agrees that it will not systematically copy Content from the Subscription Services with a view to creating or compiling any form of comprehensive collection, compilation, directory or database unless given Alta IP's express written permission to do so.
- 5.3. In the event that new inventions, designs or processes evolve in performance of or as a result of the Agreement, the Customer acknowledges that the same shall be the property of Alta IP unless otherwise agreed in writing by Alta IP.
- 5.4. Any trade mark, trade name or logo such as "Powered by Alta IP" appearing on or in the Software is the property of Alta IP and must not be copied, obscured or removed from the Software.

6. Reports and User Site Intellectual Property

- 6.1. The Report, generated by Alta IP, relies on the accurate and truthful input of information and answers by the User. False, misleading and inaccurate information and answers will result in an inaccurate Report. The User must be honest and thorough and do not withhold relevant information as this will lead to an inaccurate report.
- 6.2. Whilst reasonable endeavours have been made to ensure that all information, advice and recommendations provided by Alta IP will be accurate and up to date, Alta IP does not give any warranty or representation that this is the case.
- 6.3. Alta IP does not give any guarantee of any specific results from the use of the Services. Without prejudice to the foregoing, Alta IP does not guarantee that the Customer will become more successful, achieve a higher value for its Intellectual Property or become more successful or wealthy.
- 6.4. The Customer/User uses the Services at its own risk. Alta IP shall not be liable to the Customer/User for the use of the Services.
- 6.5. The Intellectual Property rights in the User Content of Reports belong to the Customer unless it is expressly stated otherwise. For the avoidance of doubt, the Intellectual Property rights in the Content of a Report, being the template, formatting etc shall remain the Intellectual Property of Alta IP. Alta IP grants to the Customer a non-exclusive, perpetual, royalty free (other than the Fees) Licence to use the Content in a Report for the purposes for which the Report was created.
- 6.6. The Intellectual Property rights subsisting in the User Content of User Sites belong to the User to which that/those User Site(s) belong(s) unless it is expressly stated otherwise in the Agreement.
- 6.7. Where expressly indicated, certain Content available through User Sites and the Intellectual Property rights subsisting therein belongs to third parties.
- 6.8. The third party Content described in this Clause 6, unless expressly stated to be so, is not covered by any permission granted by Clause 5 of the Terms and Conditions to use Content.
- 6.9. For the avoidance of doubt, the Database (excluding the User Content therein) shall not be considered User Content.

7. Third Party Intellectual Property

- 7.1. Unless otherwise expressly indicated, all Intellectual Property rights including, but not limited to, copyright and trademarks, in Content belong to the manufacturers or distributors of such Content as may be applicable.
- 7.2. Subject to Clause 5 the Customer may not reproduce, copy, distribute, store or in any other fashion re-use Content unless otherwise indicated on the Subscription Services or the Documentation or unless given express written permission to do so by the relevant manufacturer or supplier.

8. Subscription Services Warranties

- 8.1. Alta IP warrants that: (i) the Subscription Services will function substantially as described in the Documentation; and (ii) Alta IP owns or otherwise has the right to provide the Subscription Services to the Customer under the Agreement. The remedies set out in this Clause 8 are the Customer's exclusive remedies for breach of either warranty.
- 8.2. If the Subscription Services do not function substantially in accordance with the Documentation, Alta IP shall, at its option, either (i) modify the Subscription Services to conform to the Documentation; or (ii) provide a workaround solution that will reasonably meet the Customer's requirements. If neither of these options are commercially feasible, either party may terminate the relevant Order Form under the Agreement, in which case Alta IP shall refund to the Customer all Fees pre-paid to Alta IP under the relevant Order Form for unused Subscription Services.
- 8.3. If the normal operation, possession or use of the Subscription Services by the Customer is found to infringe any third party Intellectual Property right or Alta IP believes that this is likely, Alta IP shall, at its option, either (i) obtain a license from such third party for the benefit of the Customer; (ii) modify the Subscription Services so that they no longer infringe; or (iii) if neither of these options are commercially feasible, terminate the relevant Order Form under the Agreement, in which case Alta IP shall refund to the Customer all Fees pre-paid to Alta IP under the relevant Order Form for unused Subscription Services.
- 8.4. However, Alta IP has no warranty obligations for:
 - 8.4.1. the extent that Software has been modified by the Customer or any third party, unless the modification has been approved in writing by Alta IP; or,
 - 8.4.2. problems in the Subscription Services caused by any Third-Party Software or hardware, by accidental damage or by other matters beyond Alta IP's reasonable control.

PART TWO – PROFESSIONAL SERVICES.

9. Professional Services Warranties.

- 9.1. Alta IP warrants that (i) the Professional Services shall substantially conform to the applicable Order Form; and (ii) the Professional Services shall be performed with reasonable skill, care and diligence. The remedies set out in this Clause 9 are the Customer's exclusive remedies for breach of either warranty. If the Professional Services do not conform to the Order Form or are not performed with reasonable skill, care and diligence, Alta IP shall re-perform the Professional Services to the extent necessary to correct the defective performance.
- 9.2. Alta IP shall comply with the terms of the SLA (or as amended in an Order Form) at all times. The terms of Clause 9.1 shall apply to the SLA.

10. The Customer's Responsibilities.

The Customer shall provide Alta IP with all information, access, and full good faith cooperation reasonably necessary to enable Alta IP to deliver the Professional Services and shall do anything that is identified in the Order Form as the Customer's responsibility. If the Customer fails to do this, Alta IP shall be relieved of its obligations to the extent that the obligations are dependent upon the Customer's performance.

PART THREE – GENERAL.

11. Term of Agreement.

The Agreement starts on the date that both parties sign an Order Form for the relevant services and ends when Alta IP no longer is obliged to provide the Customer with Subscription Services or Professional Services under any Order Form.

12. Payments.

- 12.1. The Customer shall pay the Fees listed in, and in accordance with, the relevant Order Form.
- 12.2. If the Customer initially purchases Subscription Services for a term, and subsequently orders an additional product, the purchase price for the additional product shall be pro-rated so that the added subscriptions terminate on the same day as the initial Subscription Term (unless specified otherwise in the relevant Order Form).
- 12.3. The Fees for the Initial Subscription Term (stated in the first Order Form) will be as specified in the first Order Form. Alta IP reserves the right to change Fees from time to time and any such changes may affect the Customer's recurring Fees after the Initial Subscription Term. Increases in price will be reflected in the Customer's recurring Fees for the Services.

13. Termination and Suspension.

- 13.1. Either party may terminate rights granted to the other under a particular Order Form at any time after expiry of the Subscription Term and provided all outstanding Fees have been paid to the party providing the services by providing 30 days' prior written notice to the other party.
- 13.2. Either party may terminate the Agreement, or any rights granted under a particular Order Form with immediate effect if:
 - 13.2.1. the other party commits a material breach of any term of the Agreement or any Order Form which is irremediable or (if such breach is remediable) fails to remedy that breach within a period of 30 days after being notified in writing to do so; or
 - 13.2.2. the other party is unable to pay its debts and/or ceases to trade and/or suffers an Insolvency Event.
- 13.3. Sections 2.4, 2.5, 3.3, 4, 5, 6, 7, 8, 11, 13, 14, 15, 16, 17, 18, 20, 21, 22, 23, 24 and 25 shall continue after the Agreement ends.
- 13.4. If Alta IP terminates an Order Form under the Agreement because of non-payment by the Customer, all unpaid Fees for the remainder of the Subscription Term immediately fall due for payment.

13.5. Upon termination of the Agreement or any Order Form for any reason:

- 13.5.1. the Customer will be given no access to the Subscription Services once the Agreement has ended. Should the Agreement be restarted within 12 months of last payment, Alta IP will restore the data to the previous state, as at the end of the previous Subscription Term; alternatively, Alta IP can provide a User Content recovery service to the Customer, should they wish to use it, however Alta IP reserves the right to charge for this service; and
- 13.5.2. each party shall immediately pay to the other all of that party's unpaid invoices and interest at the rate specified in the relevant Order Form, for any services for which no invoice has been raised and any work in progress. Each party shall invoice the other and the invoice shall be payable immediately on receipt.

13.6. Termination of the Agreement or any Order Form shall not affect any of the parties' rights and remedies that have accrued as at termination, including the right to claim damages (subject to the limitations contained herein) in respect of any breach of the Agreement or any Order Form that existed at or before the date of termination.

13.7. Alta IP may retain User Content in backup media for an additional period of up to one year after the date of termination of the Agreement, or longer if required by law, provided it makes no further use of such User Content (except as provided for herein or as is required by law), keeps the User Content confidential in accordance with Clause 16, and supplies the Customer with a copy of the most recent back-up of the User Content within 30 days of the Customer's request (at the Customer's cost).

14. Warranty Disclaimer.

14.1. Except as expressly provided in the Agreement, the Subscription Services, Software and Professional Services are provided with no other warranties of any kind, and Alta IP disclaims all other warranties, express or implied, including without limitation any warranty of merchantability or fitness for a particular purpose. Alta IP does not warrant that the use of the Subscription Services shall be uninterrupted or error-free.

15. Limitation of Liability.

15.1. Neither party shall be liable under the Agreement for any indirect, special, incidental, punitive or consequential damages (including without limitation damages for loss of goodwill, work stoppage, computer failure or malfunction, lost or corrupted data, lost profits, lost business or lost opportunity), or any other similar damages under any theory of liability (whether in contract, tort/delict, strict liability or any other theory), even if the other party has been informed of this possibility. The Customer assumes all responsibility for the selection of the Subscription Services, Software and Documentation necessary to achieve the Customer's intended results, and for the use and results of the Subscription Services or work product. Each party's total liability for any direct loss, cost, claim or damages of any kind related to the Agreement or the relevant Order Form shall not exceed the amount of the Fees paid or payable by the relevant party under such relevant Order Form during the period of 12 months before the event giving rise to such loss, cost, claim or damages. However, there is no limitation on direct loss, claim or damages arising as a result of an infringement of either party's Intellectual Property rights by the other party, or a breach of Clause 16 or Clauses 21 and 22 of the Agreement by the other party.

15.2. Alta IP's liability under the Agreement (except where provided otherwise in the Agreement to a lesser extent) shall be limited to the amount of professional indemnity insurance underwritten in the name of Alta IP which shall be £100,000. This limitation shall not apply to a breach of Clauses 21 or 22.

16. Confidentiality

16.1. Each party may be given access to Confidential Information from the other party in order to perform its obligations under the Agreement and any Order Form. A party's Confidential Information shall not be deemed to include information that (i) is now, or subsequently becomes, through no act or failure to act on the part of receiving party (the "Receiver"), generally known or available; (ii) is known by the Receiver at the time of receiving such information, as evidenced by the Receiver's records; (iii) is subsequently provided to the Receiver by a third party, as a matter of right and without restriction on disclosure; or (iv) is required to be disclosed by law, provided that the party to whom the information belongs is given prior written notice of any such proposed disclosure.

- 16.2. Subject to clauses 16.4, each party shall hold the other's Confidential Information in confidence and not make the other's Confidential Information available to any third party (other than to a consultant or a Sub-contractor for the purposes of the Agreement and which consultant or Sub-contractor shall have entered into undertakings of confidentiality in relation to the Confidential Information on terms no less onerous than those contained in this Clause 16), or use the other's Confidential Information for any purpose other than to carry out its obligations under the Agreement.
- 16.3. Each party shall take all reasonable steps to ensure that the other's Confidential Information to which it has access is not disclosed or distributed by its employees or agents in violation of the terms of the Agreement.
- 16.4. A party may disclose Confidential Information to the extent such Confidential Information is required to be disclosed by law, by any governmental or other regulatory authority or by a court or other authority of a competent jurisdiction, provided that, to the extent it is legally permitted to do so, it gives the other party as much notice of such disclosure as possible and, where notice of disclosure is not prohibited and is given in accordance with this clause 16.4, it takes into account the reasonable requests of the other party in relation to the content of such disclosure.
- 16.5. No party shall make, or permit any person to make, any public announcement concerning the Agreement without the prior written consent of the other parties (such consent not to be unreasonably withheld or delayed), except as required by law, any governmental or regulatory authority (including without limitation, any relevant securities exchange), any court or other authority of competent jurisdiction.
- 16.6. This clause 16 shall survive termination of the Agreement or any Order Form, howsoever arising.

17. Indemnification by Alta IP.

- 17.1. Alta IP shall indemnify and hold harmless the Customer its clients, its Affiliates, directors and employees from any damages finally awarded against the Customer (including, without limitation, reasonable costs and legal fees incurred by the Customer) arising out of any third party suit, claim or other legal action alleging that the use of the Subscription Services or Documentation by the Customer (other than User Content – see Clauses 4 and 18) infringes the Intellectual Property of any third party, ("Legal Action"). Alta IP shall provide reasonable assistance in the defence of such Legal Action.
- 17.2. However, Alta IP shall have no indemnification obligations for any Legal Action arising out of: (i) a combination of the Subscription Services and/or Software with software or products not supplied, or approved in writing by Alta IP; (ii) any repair, adjustment, modification or alteration to the Subscription Services by the Customer or any third party, unless approved in writing by Alta IP; or (iii) any refusal by the Customer to install and use a non-infringing version of the Subscription Services offered by Alta IP under Clause 8.3(ii). Clause 8.3(ii) and this Clause 17 state the entire liability of Alta IP with respect to any Intellectual Property infringement by the Subscription Services or Software or Documentation.
- 17.3. The Customer shall give written notice to Alta IP of any Legal Action no later than 30 days after first receiving notice of a Legal Action, and shall give copies to Alta IP of all communications, notices and/or other actions relating to the Legal Action. The Customer shall give Alta IP the sole control of the defence of any Legal Action, shall act in accordance with the reasonable instructions of Alta IP and shall give Alta IP such assistance as Alta IP reasonably requests to defend or settle such claim. Alta IP shall conduct its defence at all times in a manner that is not adverse to the Customer's interests. the Customer may employ its own counsel to assist it with respect to any such claim. The Customer shall bear all costs of engaging its own counsel, unless engagement of counsel is necessary because of a conflict of interest with Alta IP or its counsel, or because Alta IP fails to assume control of the defence. The Customer shall not settle or compromise any Legal Action without Alta IP's express written consent. Alta IP shall be relieved of its indemnification obligation under Clause 17 if the Customer materially fails to comply with Clause 17.3.

18. Indemnification by the Customer

- 18.1. The Customer shall indemnify and hold harmless Alta IP, its Affiliates, directors, and employees from any damages finally awarded against Alta IP (including, without limitation, reasonable costs and legal fees incurred by Alta IP) arising out of any third party suit, claim or other legal action (including but not limited to any governmental investigations, complaints and actions) in connection with the User Content, including, without limitation, any action for infringement of any trademark, copyright, trade secret, right of publicity or privacy (including defamation), patent or other proprietary right with respect to the User Content ("Legal Claim").

18.2. Alta IP shall give written notice to the Customer of any Legal Claim no later than 30 days after first receiving notice of a Legal Claim and shall give copies to the Customer of all communications, notices and/or other actions relating to the Legal Claim. Alta IP shall give the Customer the sole control of the defence of any Legal Claim, shall act in accordance with the reasonable instructions of the Customer and shall give the Customer such assistance as the Customer reasonably requests to defend or settle such claim. The Customer shall conduct its defence at all times in a manner which is not adverse to Alta IP's interests. Alta IP may employ its own counsel to assist it with respect to any such claim. Alta IP shall bear all costs of engaging its own counsel, unless engagement of counsel is necessary because of a conflict of interest with the Customer or its counsel, or because the Customer fails to assume control of the defence. Alta IP shall not settle or compromise any Legal Claim without the Customer's express written consent. The Customer shall be relieved of its indemnification obligation under Clause 18 if Alta IP materially fails to comply with Clause 18.2.

19. Publicity.

Alta IP may list the Customer as a customer and use the Customer's logo on Alta IP's website, on publicly available Customer lists, and in media releases with the Customer's consent, such consent not to be unreasonably withheld.

20. Miscellaneous.

- 20.1. The Agreement represents the entire express agreement of the parties, and supersedes any prior or current agreements or understandings, whether written or oral. If there is a conflict between the Agreement and an Order Form, the Order Form shall prevail.
- 20.2. The Agreement may not be changed or any part waived except by written agreement between the parties.
- 20.3. The Agreement shall be governed by the laws of Scotland. The parties consent to the exercise of exclusive jurisdiction of the Scottish courts.
- 20.4. Neither party shall assign or otherwise transfer any of its rights or obligations under the Agreement without the prior written consent of the other party.
- 20.5. The language of the Agreement shall be English.
- 20.6. The time zone of the Agreement shall be Greenwich Mean Time.

21. Data Processing.

- 21.1. Both parties will comply with all applicable requirements of the Privacy Legislation. This Clause 21 is in addition to, and does not relieve, remove or replace a party's obligations or rights under the Privacy Legislation.
- 21.2. The provisions of the Agreement shall apply to the processing of the Personal Data carried out for the Customer by Alta IP, and to all Personal Data held by Alta IP in relation to all such processing whether such Personal Data is held at the date of the Agreement or received afterwards.
- 21.3. The Agreement shall continue in full force and effect for so long as Alta IP is processing Personal Data on behalf of the Customer.
- 21.4. Alta IP is only to process the Personal Data received from the Customer:
 - 21.4.1. for the purposes of the Agreement and not for any other purpose;
 - 21.4.2. to the extent and in such a manner as is necessary for those purposes; and
 - 21.4.3. strictly in accordance with the Agreement or otherwise with the express written authorisation and instructions of the Customer (which may be specific instructions or instructions of a general nature or as otherwise notified by the Customer to Alta IP).
- 21.5. Schedule 1 sets out the scope, nature and purpose of processing by Alta IP, the duration of processing and the types of Personal Data and categories of data subject.
- 21.6. All instructions given by the Customer to Alta IP shall be made in writing and shall at all times be in compliance with the Privacy Legislation and other applicable laws. Alta IP shall act only on such written instructions from the Customer unless Alta IP is required by law to do otherwise (as per Article 29 of the UK GDPR).
- 21.7. Alta IP shall promptly assist the Customer (where the Customer cannot do this itself via the Subscription Services) in complying with a legitimate data subject request to amend, transfer, delete, or otherwise dispose of Personal Data. Where permitted to do so by law, Alta IP may charge a reasonable fee for providing such assistance.

- 21.8. Both Parties shall comply at all times with the Privacy Legislation and other applicable laws and shall not perform their obligations under the Agreement or any other agreement or arrangement between themselves in such way as to cause either party to breach any of its applicable obligations under the Privacy Legislation.
- 21.9. The Customer hereby warrants, represents, and undertakes that the Personal Data shall comply with the Privacy Legislation in all respects including, but not limited to, its collection, holding, and processing.
- 21.10. Alta IP agrees to comply with any reasonable measures required by the Customer to ensure that its obligations under the Agreement are satisfactorily performed in accordance with any and all applicable legislation from time to time in force (including, but not limited to, the UK GDPR) and any best practice guidance issued by the ICO.
- 21.11. Alta IP shall provide all reasonable assistance (at the Customer's cost) to the Customer in complying with its obligations under the Privacy Legislation with respect to the security of processing, the notification of Personal Data breaches, the conduct of data protection impact assessments, and in dealings with the ICO.
- 21.12. When processing the Personal Data on behalf of the Customer, Alta IP shall:
- 21.12.1. not process the Personal Data outside the European Economic Area (all EU member states, plus Iceland, Liechtenstein, and Norway) ("EEA") other than the United Kingdom (which shall be permitted) without the prior written consent of the Customer and, where the Customer consents to such a transfer to a country that is outside of the EEA, to comply with the obligations of Data Processors under the provisions applicable to transfers of Personal Data to third countries set out in Chapter 5 of the UK GDPR by providing an adequate level of protection to any Personal Data that is transferred and providing appropriate safeguards in relation to the transfer;
 - 21.12.2. not transfer any of the Personal Data to any third party without entering into a suitable agreement, as set out in Clause 21.21;
 - 21.12.3. process the Personal Data only to the extent, and in such manner, as is necessary in order to comply with its obligations to the Customer or as may be required by law (in which case, Alta IP shall inform the Customer of the legal requirement in question before processing the Personal Data for that purpose unless prohibited from doing so by law);
 - 21.12.4. implement appropriate technical and organisational measures, and take all steps necessary to protect the Personal Data against unauthorised or unlawful processing, accidental loss, destruction, damage, alteration, or disclosure;
 - 21.12.5. make available to the Customer any and all such information as is reasonably required and necessary to demonstrate Alta IP's compliance with the Privacy Legislation; and
 - 21.12.6. inform the Customer immediately if it is asked to do anything that infringes the UK GDPR or the Privacy Legislation.
- 21.13. Alta IP shall, at the Customer's cost, assist the Customer in complying with its obligations under the Privacy Legislation. In particular, the following shall apply to data subject access requests, complaints, and data breaches.
- 21.14. Alta IP shall notify the Customer without undue delay if it receives:
- 21.14.1. a subject access request from a data subject; or
 - 21.14.2. any other complaint or request relating to the processing of the Personal Data.
- 21.15. Alta IP shall, at the Customer's cost, cooperate fully with the Customer and assist as required in relation to any subject access request, complaint, or other request, including by:
- 21.15.1. providing the Customer with full details of the complaint or request;
 - 21.15.2. providing the necessary information and assistance in order to comply with a subject access request;
 - 21.15.3. providing the Customer with any Personal Data it holds in relation to a data subject (within the timescales required by the Customer); and
 - 21.15.4. providing the Customer with any other information requested by the Customer.
- 21.16. Alta IP shall notify the Customer immediately if it becomes aware of any form of Personal Data breach, including any unauthorised or unlawful processing, loss of, damage to, or destruction of any of the Personal Data.
- 21.17. The Customer shall be liable for, and shall indemnify (and keep indemnified) Alta IP in respect of any and all action, proceeding, liability, cost, claim, loss, expense (including reasonable legal fees and payments on a solicitor and client basis), or demand suffered or incurred by, awarded against, or agreed to be paid by, Alta IP and any Sub-Processor arising directly or in connection with:
- 21.17.1. any non-compliance by the Customer with the Privacy Legislation or other applicable legislation;

- 21.17.2. any Personal Data processing carried out by Alta IP or Sub-Processor in accordance with instructions given by the Customer that infringe the Privacy Legislation or other applicable legislation; or
- 21.17.3. any breach by the Customer of its obligations under the Agreement, except to the extent that Alta IP or a Sub-Processor is liable under sub-Clause 21.18.
- 21.18. Alta IP shall be liable for, and shall indemnify (and keep indemnified) the Customer in respect of any and all action, proceeding, liability, cost, claim, loss, expense (including reasonable legal fees and payments on a solicitor and client basis), or demand suffered or incurred by, awarded against, or agreed to be paid by, the Customer arising directly or in connection with Alta IP's Personal Data processing activities that are subject to the Agreement:
 - 21.18.1. only to the extent that the same results from Alta IP's or a Sub-Processor's breach of the Agreement; and
 - 21.18.2. not to the extent that the same is or are contributed to by any breach of the Agreement by the Customer.
- 21.19. The Customer shall not be entitled to claim back from Alta IP or a Sub-Processor any sums paid in compensation by the Customer in respect of any damage to the extent that the Customer is liable to indemnify Alta IP or Sub-Processor under sub-Clause 21.17.
- 21.20. Nothing in the Agreement (and in particular, this Clause 21) shall relieve either party of, or otherwise affect, the liability of either party to any data subject, or for any other breach of that party's direct obligations under the Privacy Legislation. Furthermore, Alta IP hereby acknowledges that it shall remain subject to the authority of the ICO and shall co-operate fully therewith, as required, and that failure to comply with its obligations as a Data Processor under the UK GDPR may render it subject to the fines, penalties, and compensation requirements set out in the Privacy Legislation.
- 21.21. In the event that Alta IP appoints a Sub-Processor, Alta IP shall:
 - 21.21.1. enter into a Sub-Processing Agreement with the Sub-Processor which shall impose upon the Sub-Processor the same or similar obligations as are imposed upon Alta IP by the Agreement;
 - 21.21.2. ensure that the Sub-Processor complies fully with its obligations under the Sub-Processing Agreement and the Privacy Legislation; and
 - 21.21.3. remain fully liable to the Customer for performance of the Sub-Processor's obligations to the extent the Sub-Processor fails to fulfil their data protection obligations.
- 21.22. Except as provided otherwise herein, Alta IP shall, at the written direction of the Customer, delete or return Personal Data and copies thereof to the Customer on termination of the Agreement unless required by applicable law to store the Personal Data (and for these purposes the term "delete" shall mean to put such data beyond use).
- 21.23. Alta IP shall maintain complete and accurate records and information to demonstrate its compliance with this Clause 21 and immediately inform the Customer if, in the opinion of Alta IP, its instruction infringes the DPA or UK GDPR or applicable laws.

22. Data Sharing

- 22.1. In certain circumstances, Alta IP and a Customer may require to share data which includes Personal Data for example to improve and enhance User experience and (2) to perform and/or improve the Services and (3) to obtain relevant marketing, demographic, clinical and other appropriate information from Alta IP.
- 22.2. The parties shall not process the Shared Personal Data for any purpose or in any way that is incompatible with the Stated Purposes.
- 22.3. The Shared Personal Data shall be disclosed by one party to another only to the extent reasonably necessary for the Stated Purposes.
- 22.4. Each party shall appoint a data protection officer and/or at least one other of its representatives as a point of contact for all issues relating to the sharing of the Shared Personal Data and the UK GDPR (including, but not limited to, compliance, training, and the handling of Personal Data breaches).
- 22.5. Both parties shall at all times during the Subscription Term comply with their obligations as Data Controllers, the rights of data subjects, and all other applicable requirements under the UK GDPR. The Terms and Conditions are in addition to, and do not relieve, remove, or replace either party's obligations under the Privacy Legislation. Any material breach of the Privacy Legislation by either party shall, if not remedied within 14 days of written notice from the other party, give the other party grounds to terminate the Agreement with immediate effect.
- 22.6. The extent of the Shared Personal Data, including any applicable restrictions relating to will be agreed between the parties and set out in writing.

- 22.7. Each party shall ensure that the Shared Personal Data is accurate and up-to-date prior to its disclosure to the other party.
- 22.8. The parties shall use compatible technology for the processing of the Shared Personal Data in order to preserve accuracy.
- 22.9. Both parties shall at all times during the Term process the Shared Personal Data fairly and lawfully.
- 22.10. Both parties shall ensure that they have legitimate grounds for processing the Shared Personal Data under the Privacy Legislation.
- 22.11. Both parties shall ensure that they have in place all required notices and consents in order to enable the sharing of the Shared Personal Data under the Agreement. In particular, the parties shall ensure that data subjects are provided with clear and sufficient information about the following:
- 22.11.1. the purposes for which their Personal Data is to be processed;
 - 22.11.2. the legal basis upon which it is relying for such purposes;
 - 22.11.3. the fact that their Personal Data is to be transferred to a third party and sufficient detail about the transfer to enable the data subject to understand the purpose of the transfer and any risks associated therewith; and
 - 22.11.4. in the event that their Personal Data is to be transferred outside of the United Kingdom or EEA, the fact that such a transfer is to take place and sufficient detail about the transfer to enable the data subject to understand the purpose of the transfer and any risks associated therewith; and
 - 22.11.5. all other information required under Article 13 of the UK GDPR.
- 22.12. The parties shall assist one another in complying with their respective obligations and the rights of data subjects under the Privacy Legislation. Such assistance shall include, but not be limited to:
- 22.12.1. consulting with the other party with respect to information and notices provided to data subjects relating to the Shared Personal Data;
 - 22.12.2. informing the other party about the receipt of data subject access requests and providing reasonable assistance in complying with the same;
 - 22.12.3. not disclosing or otherwise releasing any Shared Personal Data in response to a data subject access request without prior consultation with the other party, whenever reasonably possible;
 - 22.12.4. assisting the other party at the cost of the other party in responding to any other data subject request.
- 22.13. Each party shall maintain records of all data subject requests received, the decisions made in response, and any information provided to the data subject(s) concerned. Such records shall include copies of the request, details of any data accessed and shared, and, if applicable, details of any further correspondence, telephone conversations, or meetings relating to the request.
- 22.14. Each party shall hold and process the Shared Personal Data only for so long as is necessary for the fulfilment of the Stated Purposes.
- 22.15. In the event that any statutory or similar retention periods apply to any of the Shared Personal Data, the relevant Personal Data shall be retained by the relevant party in accordance therewith.
- 22.16. The parties shall delete (or otherwise dispose of) or at a party's option anonymise the Shared Personal Data (or the relevant part thereof) and any and all copies thereof or, on the written request of the other party, other than in the case of anonymised data, return it to the other disclosing party, subject to any legal requirement to retain any applicable Personal Data, in the following circumstances:
- 22.16.1. upon the termination or expiry of the Agreement; or
 - 22.16.2. once the Stated Purposes have been fulfilled and it is no longer necessary to retain the Shared Personal Data (or the relevant part thereof) in light of the Stated Purposes; whichever is earlier.
- 22.17. All Shared Personal Data to be deleted or disposed of or anonymised under the Agreement shall be deleted or disposed of using methods compliant with the Privacy Legislation.
- 22.18. Following the deletion and/or disposal or anonymisation of the Shared Personal Data (as applicable), the party deleting or disposing of the data shall notify the other party of the same in writing, confirming that the Shared Personal Data has been deleted or disposed of or anonymised using methods compliant with the Privacy Legislation.
- 22.19. For the purposes of this Clause the transfer of Shared Personal Data shall refer to any sharing of the Shared Personal Data by a party with a third party. Such sharing shall include, but not be limited to, the appointment of a third-party Data Processor and sharing the Shared Personal Data with a third-party Data Controller.

- 22.20. In the event that a party wishes to appoint a third-party Data Processor, it shall remain liable to the other party for any acts and/or omissions of the third-party processor and it shall comply with Articles 28 and 30 of the UK GDPR.
- 22.21. Neither party shall transfer any of the Shared Personal Data outside of the United Kingdom or EEA unless:
- 22.21.1. that party complies with the provisions of Article 26 of the UK GDPR (where the third party is a joint controller); and
- 22.21.2. that party ensures that the transfer is to a country that the European Commission has determined (by means of an adequacy decision) offers an adequate level of data protection, pursuant to Article 45 of the UK GDPR; there are appropriate safeguards in place pursuant to Article 46 of the UK GDPR; or one of the derogations for specific situations set out in Article 49 of the UK GDPR applies.
- 22.22. A party shall transfer the Shared Personal Data to the other party using methods compliant with the GDPR.
- 22.23. Both parties shall ensure that they have in place appropriate technical and organisational measures as reviewed and approved by the other party, to protect against the unauthorised or unlawful processing of, and against the accidental loss or destruction of, or damage to, the Shared Personal Data, having regard to the state of technological development and the cost of implementing any such measures.
- 22.24. When putting appropriate technical and organisational measures in place, both parties shall ensure a level of security appropriate to the nature of the Shared Personal Data which is to be protected, and to the potential harm resulting from the unauthorised or unlawful processing of, the accidental loss or destruction of, or damage to, the Shared Personal Data.
- 22.25. All technical and organisational measures put in place by both parties shall be reviewed regularly by the respective party, updating such measures upon the agreement of the other party as appropriate throughout the Term of the Agreement.
- 22.26. Both parties shall ensure that any and all of their representatives by whom the Shared Personal Data is to be handled and processed are appropriately trained to do so in accordance with the Privacy Legislation and with the requisite technical and organisational measures.
- 22.27. The parties shall further ensure that any of their respective representatives to whom the Shared Personal Data is to be disclosed are subject to contractual obligations in relation to confidentiality and data protection that bind those Representatives and that are same as the obligations imposed upon the parties by the Agreement.
- 22.28. In the event of a dispute or claim brought by a data subject or the ICO concerning the processing of Shared Personal Data against either or both parties, the parties will inform each other about any such disputes or claims and will cooperate with a view to settling them amicably in a timely fashion.
- 22.29. The parties agree to respond to any generally available non-binding mediation procedure initiated by a data subject or by the supervisory authority. If they do participate in the proceedings, the parties may elect to do so remotely (such as by telephone or other electronic means). The parties also agree to consider participating in any other arbitration, mediation, or other dispute resolution proceedings developed for data protection disputes.

23. Feedback and Modifications

- 23.1. The Customer hereby acknowledges that upon submitting Feedback to Alta IP, the Customer automatically grants to Alta IP a worldwide, perpetual, irrevocable, royalty free licence to use that Feedback in any way Alta IP deems appropriate including, but not limited to:
- 23.1.1. The use, publication, distribution, transmission, broadcasting, licensing, sub-licensing, leasing, lending and sale of the Feedback; and
- 23.1.2. The creation, use, publication, distribution, transmission, broadcasting, licensing, sub-licensing, leasing, lending and sale of any derivative works based upon the Feedback.
- 23.2. Alta IP's use of the Feedback shall not bestow any rights or interests upon the Customer whatsoever.
- 23.3. The Customer hereby acknowledges that any modifications made to the Software at the request or suggestion of the Customer will belong to and be the Intellectual Property of Alta IP.

24. Change Orders.

- 24.1. If the Customer wishes to amend the scope of an Order Form, the parties will use all reasonable endeavours to agree to a Change Order. Each Change Order shall detail the requested changes to the applicable task, responsibility, duty, budget, work programme or other matter. The Change Order will become effective upon the execution of the Change

Order by both parties and will include a specified period of time (as agreed upon by the parties) within which Alta IP will implement the changes and any increase in price.

- 24.2. Both parties agree to act in good faith and promptly when considering a Change Order requested by the other party. Alta IP reserves the right to postpone effecting material changes in the scope of Professional Services until such time as the parties agree to and execute the corresponding Change Order.

25. Entire Agreement

The Agreement and each Order Form comprises the entire Agreement between the Parties and supersedes all previous agreements between the Parties. The Agreement can only be altered or amended by either an Order Form or a Change Order.

PART FOUR – DEFINITIONS.

26. Glossary.

- 26.1. **“Affiliate”** means an entity which controls, is controlled by, or is under common control with, a party, and control means the ability to vote 50% or more of the voting securities of any entity or otherwise having the ability to influence and direct the policies and direction of an entity;
- 26.2. **“Change Order”** means a written statement signed by the parties recording any (a) change in the details of an Order Form, or (b) change in the assumptions upon which the Order Form is based (including, but not limited to, changes in an agreed starting date for a Subscription or Professional Services or suspension of the services by the Customer or (c) any changes in the Fees, costs and/or time lines;
- 26.3. **“Confidential Information”** means any information that is proprietary or confidential which either party directly or indirectly discloses, or makes available, to the other, including but not limited to, the existence and terms of the Agreement, all confidential or proprietary information relating to the business, affairs, operations, processes, product information, know-how, technical information, designs, trade secrets or software and/or Intellectual Property of the party disclosing such information;
- 26.4. **“Content”** means any text, graphics, images, audio, video, software, data compilations including, but not limited to, text, graphics, logos, icons, sound clips, video clips, data compilations, page layout, underlying code and software and any other form of information capable of being stored in a computer that appears on, is uploaded to or forms part of the Subscription Services or the Platform; BUT excluding User Content;
- 26.5. **“Database”** means the database stored on the Platform which contains inter alia User Content;
- 26.6. **“Data Controller”, “Data Processor”, “Personal Data” “processing” and “data subject”** shall have the meanings ascribed to them in the UK GDPR (Data Controller shall have the same meaning as “Controller” and Data Processor shall have the same meaning as “Processor” under the UK GDPR);
- 26.7. **“DPA”** means the Data Protection Act 2018 and any modification, amendment or re-enactment thereof;
- 26.8. **“Documentation”** means user documentation provided electronically by Alta IP for use with the Subscription Services, as periodically updated;
- 26.9. **“Fee(s)”** means the sum or sums payable for the supply of the Services as stated in the relevant Order Form;
- 26.10. **“Feedback”** means all comments, suggestions, requests, requirements, improvements, feedback, or other input the Customer and Users provide regarding any products or services owned or supplied by Alta IP or its Affiliates;
- 26.11. **“Force Majeure”**, means circumstances beyond the control of Alta IP which shall include (but shall not be limited to) acts of God, perils of the sea or air, disease, epidemic or pandemic (whether naturally occurring or man-made), fire, flood, drought, explosion, sabotage, accident, embargo, riot, civil commotion, including acts of local government and parliamentary authority; inability to supply the Subscription Services and or the Professional Services, materials, breakdown of Local Equipment and labour disputes of whatever nature and for whatever cause arising including (but without prejudice to the generality of the foregoing) work to rule, overtime bars, strikes and lockouts and whether between either of the parties hereto and any or all of its employees and/or any other employer and any or all of its employees and/or between any two or more groups of employees (and whether of either of the parties hereto or any other employer);
- 26.12. **“GDPR”** means the General Data Protection Regulation (Regulation (EU) 2016/679);
- 26.13. **“ICO”** means the UK’s supervisory authority, the Information Commissioner’s Office;

- 26.14. **“Industry Best Practice”** means the standard of care, attention, diligence, expertise, knowledge, methods and practice expected of a competent and experienced professional in the IT and Cyber Security profession;
- 26.15. **“Initial Subscription Term”** means the first Subscription Term specified in the first Order Form;
- 26.16. **“Insolvency Event”** means the other party (a) enters liquidation, or a winding up petition is presented against the company; (b) has a receiver, liquidator, administrator, trustee or an individual with a similar role appointed over any of its assets; (c) proposes to make any arrangements with its creditors or passes a resolution to place the company into liquidation; or (d) suffers an event which, under the law of a different country, is equivalent to any of the previously specified acts or events;
- 26.17. **“Intellectual Property”** means patents, trademarks, trade name, service mark, copyright, trade secrets, know-how, process, technology, development tool, ideas, concepts, design right, domain names, moral right, database right, methodology, algorithm and invention, and any other proprietary information (whether registered, unregistered, pending or applied for);
- 26.18. **“Local Equipment”** means the Customer or User’s own on-premise equipment including hardware and software environment which is used in connection with the Software Services, which comprise of, but is not limited to - server computers (whether virtual or not), Desktop PC’s, Laptops or any other portable device, storage systems and relative hardware, firmware, operating software, operating system software, networking software, database software, anti-virus and security software, switches, power supplies and telecommunications infrastructure, internet connection, broadband availability and infrastructure, routers, Printers, associated peripheral devices or accessories whether fixed or portable;
- 26.19. **“Order Form”** means a document provided by Alta IP and signed by the Customer that describes the Subscription Services and Professional Services being purchased and/or licensed by the Customer in terms of the Agreement and any additional conditions pertaining thereto substantially in the form comprising PART SIX of the Agreement;
- 26.20. **“Platform”** means the hardware and software environment in which the software element of the Subscription Services operates, which comprises one or more server computers (whether virtual or not), mirroring/duplicating/back-up and storage systems and relative hardware operating software, virtual machine software (where relevant), operating system software, database software, anti-virus and security software, switches, power supplies and telecommunications infrastructure;
- 26.21. **“Privacy Legislation”** means the retained EU law version of the GDPR (the **“UK GDPR”**), as it forms part of the law of England and Wales, Scotland, and Northern Ireland by virtue of section 3 of the European Union (Withdrawal) Act 2018, the DPA, the Data Protection Directive (95/46/EC), the Regulation of Investigatory Powers Act 2000, the Telecommunications (Lawful Business Practice) (Interception of Communications) Regulations 2000 (SI 2000/2699), the Electronic Communications Data Protection Directive (2002/58/EC), the Privacy and Electronic Communications (EC Directive) Regulations 2003 (SI 2426/2003) and all applicable laws and regulations relating to the processing of personal data and privacy, including where applicable the guidance and codes of practice issued by the ICO (as amended or replaced from time to time);
- 26.22. **“Privacy Policy”** means Alta IP’s policy relating to User Content and compliance with (amongst others) the Privacy Legislation from time to time, the current version of which is located at alta-ip.com/privacy-policy
- 26.23. **“Professional Services”** means the training, consulting, development and other professional services identified on an Order Form but does not include the Subscription Services;
- 26.24. **“Report”** means the report and other outputs from the Software;
- 26.25. **“Services”** means the Professional Services and the Subscription Services as the case may be;
- 26.26. **“Shared Personal Data”** means the personal data and special category personal data to be shared between Alta IP and the Customer under the Terms and Conditions;
- 26.27. **“SLA”** means a Service Level Agreement in the form set out in PART FIVE of the Agreement;
- 26.28. **“Software”** means the Alta IP© proprietary operating software and the Third-Party Software written in object and source code known as IP Evaluate™ residing on and used for operating the Platform and the Subscription Services as Updated and Upgraded from time to time;
- 26.29. **“Sub-Processor”** means a sub-processor appointed by Alta IP to process the Personal Data;
- 26.30. **“Sub-Processing Agreement”** means an agreement between Alta IP and a Sub-Processor governing the Personal Data processing carried out by the Sub-Processor, as described in Clause 21;
- 26.31. **“Subscription Services”** means the hosted Customer experience solutions identified in an Order Form, and any modifications periodically made by Alta IP, but does not include the Professional Services;

- 26.32. **“Subscription Term”** means the period of time during which Alta IP is required to provide the Customer with the Subscription Services as specified in the relevant Order Form;
- 26.33. **“Third-Party Software”** means software other than the Software which belongs to third parties and in relation to which Alta IP has the right to grant sub-licenses;
- 26.34. **“Update”** means any update, update rollup, service pack, feature pack, critical update, security update, or hotfix that is used to improve or to fix a software product;
- 26.35. **“Upgrade”** means a software package that replaces an installed version of a product with a newer version of the same product, typically leaving existing customer data and preferences intact while replacing the existing software with the newer version;
- 26.36. **“User”** means the Customer and any of its employees, or a person to whom the Customer has outsourced services, that has permission to access the Subscription Services as a named user and is not employed by Alta IP and acting in the course of their employment;
- 26.37. **“User Content”** means any text, graphics, images, audio, video, software, data compilations and any other form of information capable of being stored in a computer that appears on, is uploaded to or forms part of a User Site or the Subscription Services and has been uploaded by a User;
- 26.38. **“User Site”** means a partition/tenancy/instance on the Platform created by Alta IP for the Customer and/or User or Users accessing the Subscription Services which shall contain User Content and shall be hosted on the Platform;
- 26.39. **“Working Day”** means any day (1) which is neither a Saturday or a Sunday or a public holiday in any part of the United Kingdom and (2) upon which the Bank of England is open for business.

PART FIVE – SLA

1. Server availability Service Level Agreement (SLA)

This SLA is designed to ensure that Alta IP meets the needs of its customers and it outlines what levels of service can be expected.

Service Line	SLA	KPI (%)
System Availability	To be made available to Users 24/7	99
Support Hours:	Alta IP will respond within defined service levels (see below)	99

2. Incident Resolution Targets

Severity	Description	Response	Resolution
2.1.	Unplanned outage impacting multiple Users	1hr	<24 hrs
2.2.	Outage / severe disruption to service for several Users	2hrs	within 2 Working Days
2.3.	Reduced functionality causing disruption to business	4hrs	within 3 Working Days
2.4.	Non-urgent / reduced functionality with low impact	8hrs	within 5 Working Days
2.5.	On Demand professional services requests for installations etc.	8hrs	Agree with Customer

Alta IP shall use reasonable endeavours to provide the helpdesk support services in accordance with these Service Levels and Response Times. These Response times refer only to the time within which Alta IP shall respond to a helpdesk support request. Alta IP gives no guarantee as to the time any given issue may take to resolve save that it hereby undertakes to use reasonable endeavours to resolve issues as quickly as is reasonably possible within the target resolution times specified in the table above.

3. Support provided under the Agreement shall include:

3.1. Help Desk facilities.

- 3.1.1. For Software issues, the Customer can email support@alta-ip.com to contact the Alta IP Help Desk which is available during normal business hours (Contracted Hours)
- 3.1.2. The Customer Contact must submit sufficient material and information to enable Alta IP support staff to duplicate the problem. A support technician will be assigned and will attempt to solve a problem immediately, or as soon thereafter as possible. When appropriate, the support technician will give an estimate of how long it will take to resolve. The technician will do their best to keep the Customer advised on the progress of problem resolution.
- 3.1.3. The Help Desk is strictly not a training facility. Its objective is to troubleshoot and resolve Software Operational Issues.
- 3.1.4. The Help Desk is not a hardware or Local Equipment IT support facility. Alta IP does not support or warrant the Customer's Local Equipment, or any other system or service that the Customer subscribes to. Its sole purpose is to support the Alta IP Software only. Anything else is strictly the Customer's responsibility.

3.2. Help Desk Procedures:

- 3.2.1. Answer the support case, received via email:
 - 3.2.1.1. Update the Case database
 - 3.2.1.2. Agree case priority
 - 3.2.1.3. Give the user a case reference if necessary
- 3.2.2. Take action on the case:
 - 3.2.2.1. Confirm that this is a Alta IP problem
 - 3.2.2.2. Interrogate the Help Desk database
 - 3.2.2.3. Use reasonable endeavours to resolve the problem reported by Customer/User
 - 3.2.2.4. Report to Customer if problem cannot be resolved
 - 3.2.2.5. Pass to a third party if not an Alta IP problem
 - 3.2.2.6. Inform Customer of progress
- 3.2.3. Close the case:
 - 3.2.3.1. Inform Customer of resolution
 - 3.2.3.2. Update the Help Desk System Database
 - 3.2.3.3. Performance Analysis / reporting
 - 3.2.3.4. Review/Update the Help Desk Database
 - 3.2.3.5. Review Service Level
- 3.2.4. Correction of critical errors or assistance to overcome problems.
- 3.2.5. Alta IP may, at its sole discretion, correct errors by "patch" or by version update.
- 3.2.6. Provision of Information on availability of new versions of Licensed Software.

PART SIX – ORDER FORM

The following Order Form is a template to be used and completed each time the Customer wishes to order new Subscription or Professional Services and the terms have been agreed between the parties.

This Order Form ("Order Form") is between **ALTA IP LIMITED**, a company incorporated in Scotland (No. SC718820) and having its Registered Office is at 95 Camus Avenue, Edinburgh, Scotland, EH10 6QY ("**Alta IP**") and [], ("**the Customer**").

The parties hereby agree as follows:

1. This document constitutes an "Order Form" in terms of Alta IP's Terms and Conditions which can be viewed here <https://www.alta-ip.com/terms-and-conditions> ("**Terms and Conditions**"). This Order Form forms part of the Agreement, and this Order Form is subject to the terms and provisions of the Agreement.

2. In this Order Form, unless specified otherwise, words and phrases shall have the same meanings as those in the Terms and Conditions.

1. Subscription Services

- 1.1. Number of Users: Access will be granted to [] user(s) for the duration of the Subscription Term.
- 1.2. Price per User: The Subscription Services will be split into two charges:
 - 1.2.1. Set-up Fee: £[] payable on signing this Order Form.
 - 1.2.2. Monthly subscription Fee: £[] payable monthly in advance on the 1st day of each month until the Agreement is cancelled 7 days prior to the end of the current Subscription Term by emailing support@alta-ip.com.
- 1.3. Subscription Term: one month and monthly thereafter until terminated as above.

2. Professional Services:

- 2.1. Training: Training in the use of the Software will be charged at £750 per day or part thereof.

3. Additional Services:

- 3.1. Consulting: Consultancy services covering aspects of IP protection, registration, enforcement, as well as competitive landscapes, are available from one of our trusted network of Professional Service providers under separate contract and fee.

4. Fees:

- 4.1. Invoicing Terms: The Subscription Services are charged on the 1st day of each month. The Professional Services are charged in full prior to the Professional Services being delivered.
- 4.2. Currency: GBP
- 4.3. VAT: All Fees are exclusive of VAT which will be charged at the then current published UK rate.
- 4.4. Interest: Interest on late payments will be charged at the rate of one per centum (1%) per month from the due date of payment until paid.

Sub-contractors

Any Affiliates and Sub-contractors used in delivering either the Subscription Services or the Professional Services must be approved by the Customer (such approval not to be unreasonably withheld) and shall be bound by all the terms and conditions of the Agreement. The use of any approved Sub-contractor or Affiliate by Alta IP will not absolve Alta IP of its contractual obligations to the Customer under the Agreement and Alta IP shall be liable to the Customer for the work carried out by any such Sub-contractor or Affiliate as if Alta IP had carried out such work itself. Any Sub-contractors or consultants (other than Alta IP's Affiliates) that will be used by Alta IP in performing the Services are listed below:
Innovare IP Limited

Special Conditions:

If there is any conflict or inconsistency between the terms of this Order Form and the Agreement, the terms of the Order Form shall have precedence.

This Order Form forms part of the Agreement.

ACKNOWLEDGED, ACCEPTED AND AGREED TO:

Alta IP Limited By: [] By:

Name: Name:

Title: Title:

Date: Date:

SCHEDULE 1

Processing, Personal Data and Data Subjects

1. Processing by Alta IP

- 1.1 Scope: Alta IP shall process Personal Data in order to provide the Subscription Services and Professional Services, as set out in this Agreement.
- 1.2 Nature: Customer's personal and business details
- 1.3 Purpose of Processing:
 - 1.3.1. create a Customer's Subscription account within the Software
 - 1.3.2. report Subscription account details to the Customer
 - 1.3.3. produce and share invoices using Customer's personal and business details for payment by the Customer
 - 1.3.4. generate Reports containing Customer's personal and business data using the Software
- 1.4 Duration of the Processing: the Subscription Term
- 1.5 Types of Personal Data: name, surname, email address, position with the business
- 1.6 Categories of Data Subject: employees and/or contractors of the Customer's business

2. Rights and Obligations of Data Controller

- 2.1 The rights and obligations of the Data Controller set out in this Agreement and the Privacy Legislation.