

# Managed Service Agreement



**1. INTERPRETATION**

- 1.1 The definitions and rules of interpretation in Schedule 1 apply to the Contract.
- 1.2 If there is any conflict between the provisions of the Contract Terms and the Term Sheet, the terms of the Term Sheet shall have priority over the provisions in the Contract Terms.

**2. SERVICES & AUTHORISED USERS**

- 2.1 Subject to the Client paying the Fees, Signifo:
- 2.1.1 shall provide the Services and make available the Documentation to the Client;
- 2.1.2 hereby grants to the Client a non-exclusive, non-transferable right to permit the Authorised Users to use the Services and the Documentation during the Term solely for the Client's internal business operations,
- in each case, (a) on and subject to the terms of the Contract for the Term and (b) solely for the Permitted Purpose.
- 2.2 Signifo will, as part of the Services and at no additional cost to the Client, provide the Client with the support services in accordance with the Support Service Level Agreement in effect at the time the Services are provided.
- 2.3 Signifo may, but is not obliged to, provide enhanced support services or professional services. In relation to any services which Signifo elects to provide pursuant to this clause 2.3, Signifo:
- 2.3.1 shall do so only at the Client's specific written instruction and at the Client's sole responsibility;
- 2.3.2 reserves the right to charge the Client its then current rates before undertaking such services;
- 2.3.3 shall not be liable for any loss arising from or otherwise in connection with such services, whether such loss or damage was foreseeable or in the contemplation of the parties and whether arising in or caused by breach of contract, tort (including negligence), breach of statutory duty or otherwise save where such loss arises as a direct result of the gross negligence of Signifo.
- 2.4 Signifo reserves the right to:
- 2.4.1 alter or modify the Services including but not limited to the functionality of the Software, from time to time, as it deems appropriate to enhance the functionality or performance of the Services (even if the Client has to use additional software or hardware to utilise the full functionality and usability of the Services); and
- 2.4.2 modify or withdraw any part of the Services supplied free of charge at any time without notice.
- 2.5 From time to time the Client may purchase:
- 2.5.1 additional services from Signifo; or
- 2.5.2 increase its number of Authorised Users,
- in each case, Signifo shall be entitled to increase the Fees accordingly and the Contract Terms shall apply to the provision and use of any additional services or the provision of Services to the increased number of Authorised Users.

**3. SIGNIFO'S OBLIGATIONS**

- 3.1 Signifo undertakes that the Services will be performed:
- 3.1.1 substantially in accordance with the Documentation and the Service Level Agreement; and
- 3.1.2 with reasonable skill and care.
- 3.2 The undertakings at clause 3.1 shall not apply to the extent of any non-conformance which is caused by use of the Services contrary to Signifo's instructions, or modification or alteration of the Services by any party other than Signifo or Signifo's duly authorised contractors or agents. If the Services do not conform with the foregoing undertaking, Signifo shall, at its expense, use reasonable commercial endeavours to correct any such non-conformance within a reasonable time, or provide the Client with an alternative means of accomplishing the desired performance. If correction or alternative provision is not possible, Signifo shall reimburse the Fees paid by

the Client in respect of the period of the non-conformance with the undertaking. Such correction, substitution or reimbursement constitutes the Client's sole and exclusive remedy for any breach of the undertaking set out in clause 3.1. Notwithstanding the foregoing, Signifo:

- 3.2.1 does not warrant that the Client's use of the Services will be uninterrupted or error-free; or that the Services, Documentation and/or the information obtained by the Client through the Services will meet the Client's requirements; and
- 3.2.2 is not responsible for any delays, delivery failures, or any other loss or damage resulting from the transfer of data over communications networks and facilities, including the internet, and the Client acknowledges that the Services and Documentation may be subject to limitations, delays and other problems inherent in the use of such communications facilities.
- 3.3 Signifo warrants that it has and will maintain all necessary licences, consents, and permissions necessary for the performance of its obligations under this Contract.
- 3.4 Except as expressly stated in these Contract Terms, all warranties and conditions, whether express or implied by statute, common law or otherwise are hereby excluded to the extent permitted by law.

**4. CLIENT OBLIGATIONS**

- 4.1 The Client shall:
- 4.1.1 co-operate with Signifo in relation to the Contract;
- 4.1.2 comply with the Operating Rules and all applicable laws and regulations with respect to its activities under this Contract;
- 4.1.3 ensure that the Authorised Users use the Services and Documentation in accordance with the terms and conditions of this Contract and shall be responsible for any Authorised User's breach of this Contract;
- 4.1.4 use all reasonable endeavours to prevent any unauthorised access to, or use of, the Services and/or the Documentation and, in the event of any such unauthorised access or use, promptly notify Signifo
- 4.1.5 ensure that:
- 4.1.5.1 the maximum number of Authorised Users that it authorises to access and use the Services and the Documentation shall not exceed the number of Authorised Users it has purchased from time to time;
- 4.1.5.2 each Authorised User shall keep a secure password for his use of the Services and Documentation; and
- 4.1.6 maintain a written, up to date list of current Authorised Users.
- 4.2 The Client shall not (and shall procure that any affiliate shall not):
- 4.2.1 access, store, distribute or transmit any Viruses, or any material (including Client Data) during the course of its use of the Services that:
- 4.2.1.1 is unlawful, harmful, threatening, defamatory, obscene, infringing, harassing or racially or ethnically offensive;
- 4.2.1.2 facilitates illegal activity;
- 4.2.1.3 in a manner that is otherwise illegal or causes damage or injury to any person or property;
- 4.2.2 access or use all or any part of the Services and Documentation in order to (a) build a product or service which competes with the Services and/or the Documentation or (b) provide services to third parties;
- 4.2.3 license, sell, rent, lease, transfer, assign, distribute, display, disclose or otherwise commercially exploit, or otherwise make the Services and/or the Documentation available to any third party except the Authorised Users;
- 4.2.4 obtain, or assist third parties in obtaining, access to the Services and/or the Documentation, otherwise than in accordance with this Contract;
- 4.2.5 except as may be allowed by any applicable law which is incapable of exclusion by contract between the parties and except to the extent expressly permitted under this Contract:
- 4.2.5.1 copy, modify, duplicate, create derivative works from, frame, mirror, republish, download, display, transmit, or distribute all or any portion of the Software and/or Documentation (as applicable) in any form or media or by any means; or
- 4.2.5.2 reverse compile, disassemble, reverse engineer or otherwise reduce to human-perceivable form all or any part of the Software.

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4.2.6 In the event of a breach by the Client of any of the provisions of this clause 4 or if Signifo reasonably believes that the Client is about to breach them, Signifo reserves the right, without liability and without prejudice to its other rights, to disable the Client's access to all or part of the Services.

**5. INTELLECTUAL PROPERTY RIGHTS**

5.1 The Client acknowledges and agrees that Signifo and/or its licensors own all Intellectual Property Rights in the Software, Services and the Documentation. Except as expressly stated herein, the Contract does not grant the Client any rights to, or in the Intellectual Property Rights in respect of the Software, Services or the Documentation.

5.2 Signifo confirms that it has all the rights in relation to the Software, Services and the Documentation that are necessary to grant all the rights it purports to grant under, and in accordance with, these Contract Terms.

5.3 If the Client shall in any way acquire any rights or title in the Intellectual Property Rights in the Services and/or the Documentation, it shall forthwith take such steps as may be required by Signifo to assign such rights and vest such title in Signifo.

**6. CLIENT DATA**

6.1 The Client acknowledges that:

6.1.1 it owns all right, title and interest in and to all of the Client Data and shall have sole responsibility for the legality, reliability, integrity, accuracy and quality of the Client Data and for the timeliness of the input of the Client Data;

6.1.2 Signifo shall have no liability in respect of the quality of the Client Data. Signifo shall follow its archiving procedures for Client Data as set out in its Back Up Procedure. In the event of any loss or damage to Client Data, the Client's sole and exclusive remedy shall be for Signifo to use reasonable commercial endeavours to restore the lost or damaged Client Data from the latest back-up of such Client Data maintained by Signifo in accordance with the archiving procedure described in its Back-Up Policy. Signifo shall not be responsible for any loss, destruction, alteration or disclosure of Client Data caused by any third party (except those third parties sub-contracted by Signifo to perform services related to Client Data maintenance and back-up).

6.2 The Client grants to Signifo a non-exclusive, irrevocable, royalty free, assignable, sub-licensable licence to use the Client Data for the purpose of Signifo providing the Services and otherwise discharging its obligations under this Contract.

**7. FEES AND PAYMENT**

7.1 In consideration of the provision of the Services, Client shall pay Signifo the Fees in accordance with this clause 7.

7.2 With effect from the Services Start Date or the date on which the implementation is completed (the **Relevant Date**), the Monthly Fees payable by the Client in any month of the Term shall be whichever is the greater of:

7.2.1 the Minimum Monthly Fee or, if the Relevant Date or the date of termination or expiry of this Contract occurs during a calendar month, the applicable portion of the Minimum Monthly Fee for that month on a pro-rated basis; and

7.2.2 the Monthly Usage Fee.

7.3 Signifo shall invoice the Client:

7.3.1 on or around the Effective Date, for the full Implementation Fees or in the instalments or otherwise as set out in the Contract Terms;

7.3.2 monthly in arrear from the Relevant Date, for the Monthly Fees; and

7.3.3 in respect of any additional services which Signifo agrees to carry out pursuant to clause 2.3, prior to commencing the delivery of any such services.

7.4 The Client shall pay any invoice raised pursuant to clause 7.3 within 15 days of the date of that invoice by direct debit or, in the case of Clients outside of the EU only, by direct bank transfer into the bank account notified by Signifo to the Client.

7.5 All amounts and fees stated or referred to in the Contract:

7.5.1 shall be payable in pounds sterling;

7.5.2 are non-cancellable and non-returnable;

7.5.3 are exclusive of value added tax, which shall be added to the invoices at the appropriate rate.

7.6 Signifo shall be entitled to increase the Fees (including the Price per Active User and the Minimum Monthly Fee) at any time after the Initial Term upon 30 days' prior written notice to the Client and the Term Sheet shall be deemed to have been amended accordingly provided that Signifo shall not exercise its right to increase the Fees more than once in any consecutive 12 month period.

7.7 Interest shall be chargeable on any amounts overdue at the rate specified by the Late Payment of Commercial Debts (Interest) Act 1998 from time to time. Such interest shall accrue on a daily basis from the due date until actual payment of the overdue amount, whether before or after judgment.

7.8 Signifo reserves the right to pass outstanding invoices to a third party debt collection agency.

7.9 To the extent that any invoice remains outstanding 90 days after the relevant due date, the Client shall on demand pay to Signifo a sum equal to any third party fees and charges incurred by Signifo as part of the debt recovery process.

**8. INTEGRATION**

8.1 The Client may choose to integrate the Services with the a Third Party Solution. If it chooses to do so, the Client acknowledges and agrees that:

8.1.1 its right to use any Third Party Solution shall be subject to a separate contract between the Client and the relevant third party;

8.1.2 Signifo does not endorse or approve any Third Party Solution and recommends that the Client carries out its own due diligence in respect of the Third Party Solution;

8.1.3 the Client should contact the relevant third party directly with any questions relating to the Third Party Solution;

8.2 where the Client wishes to link one or more data sets between the Software and the Third Party Solution or to otherwise pass data from one solution to the other, it does so at its own risk and the Supplier shall not be liable for any loss arising from or otherwise in connection with such action whether such loss or damage was foreseeable or in the contemplation of the parties and whether arising in or caused by breach of contract, tort (including negligence), breach of statutory duty or otherwise.;

8.3 where the Client uses functionality in the Software which facilitates the integration or the transfer of data provided for in this clause 8, the Client expressly consents to Signifo sharing its Confidential Information (including any Client Data) with the relevant third party.

**9. INDEMNITY**

9.1 The Client shall indemnify and hold Signifo harmless from and against any claims, actions, proceedings, losses, damages, expenses and costs (including without limitation court costs and reasonable legal fees) arising out of or in connection with the Client's use of the Services and/or Documentation, provided that Signifo gives the Client prompt notice of any such claim.

9.2 Signifo shall defend the Client, its officers, directors and employees against any claim that the Services or Documentation infringes any third party Intellectual Property Right, and shall indemnify the Client for any amounts awarded against the Client in judgment or settlement of such claims, provided that:

9.2.1 Signifo is given prompt notice of any such claim;

9.2.2 the Client provides reasonable co-operation to Signifo in the defence and settlement of such claim; and

9.2.3 Signifo is given sole authority to defend or settle the claim.

9.3 In the defence or settlement of any claim, Signifo may procure the right for the Client to continue using the Services, replace or modify the Services so that they become non-infringing or, if such remedies are not reasonably available, terminate this Contract on 2 days' notice to the Client without any additional liability or obligation to pay liquidated damages or other additional costs to the Client.

9.4 In no event shall Signifo, its employees, agents and sub-contractors be liable to the Client to the extent that the alleged infringement is based on:

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- 9.4.1 a modification of the Services or Documentation by anyone other than Signifo; or
- 9.4.2 the Client's use of the Services or Documentation in a manner contrary to the instructions given to the Client by Signifo; or
- 9.4.3 the Client's use of the Services or Documentation after notice of the alleged or actual infringement from Signifo or any appropriate authority.
- 9.5 The foregoing states the Client's sole and exclusive rights and remedies, and Signifo's (including Signifo's employees', agents' and sub-contractors') entire obligations and liability, for infringement of any third party Intellectual Property Rights.

**10. LIMITATION OF LIABILITY**

- 10.1 Nothing in the Contract shall limit Signifo's liability for:
- 10.1.1 for death or personal injury caused by Signifo's negligent act or omission; or
- 10.1.2 for fraud or fraudulent misrepresentation;
- 10.1.3 the Client's liability under the indemnities set out at clause 9.1, clause 14.5 and clause 14.6.
- 10.2 Subject to clauses 3.1, 6.1.2 and 8.1 in no event shall Signifo be liable to the Client whether in tort (including for negligence), contract, misrepresentation, restitution or otherwise for any loss of profit; loss of business; loss of data; or depletion of good will and/or similar losses; or loss of anticipated savings; or loss of goods; or loss of contract; or loss of use; or loss or corruption of data or information; or any special, indirect, consequential or pure economic loss, costs, damages, charges or expenses however arising under the Contract..
- 10.3 Signifo's total aggregate liability to the Client under this Contract for all losses, damages, costs, claims and expenses howsoever arising (including in respect of the indemnity at clause 9.2) shall not exceed a sum equal to the Fees paid by the Client to Signifo for the Services during the 12 months immediately preceding the date on which the claim arose.
- 10.4 The Client acknowledges and confirms that it has had an opportunity to carry out a thorough due diligence exercise in relation to the Services and this Contract including asking questions it considers relevant, receiving information and considering information and making its own enquiries to satisfy itself as to the accuracy and completeness of any information received and has raised all relevant due diligence questions with Signifo before entering into this Contract and has entered into this Contract in reliance on its own due diligence.
- 10.5 The Client acknowledges and agrees that any dates quoted for delivery of the Services (or any part of them) are approximate only and time of delivery is not of the essence.
- 10.6 The Client acknowledges and agrees that the limitations set out in this clause 10 and the restrictions in this Contract are reasonable because (a) Signifo cannot control how and for what purpose the Client shall use the Services and (b) the Services have not been developed specifically for the Client.

**11. DURATION AND TERMINATION**

- 11.1 This Contract shall come into effect on the Effective Date and, subject to clauses 11.3 to 11.5, shall continue in force for the Initial Term and thereafter shall automatically extend for successive periods of 12 months (each an **Extended Term**) at the end of the Initial Term and at the end of each Extended Term.
- 11.2 Either party may give written notice to the other party, not later than 3 months before the end of the Initial Term or the relevant Extended Term, to terminate this Contract at the end of the Initial Term or the relevant Extended Term, as the case may be.
- 11.3 Without affecting any other right or remedy available to it, Signifo may immediately terminate this Contract or suspend the provision of the Services if the Client:
- 11.3.1 has used or permitted the use of the Services otherwise than in accordance with the Contract;
- 11.3.2 fails to pay any Fee (in full or in part) within 10 days of that Fee being due;
- 11.3.3 purports to assign its rights or obligations under this Contract otherwise than as permitted herein.

- 11.4 Client shall be entitled to terminate the Contract at any time without notice if Signifo is prohibited, under the laws of England and Wales or otherwise, from providing the Services.
- 11.5 Without prejudice to any other right to which it may be entitled, either party may give notice in writing to the other terminating this Contract with immediate effect if the other party suffers an Insolvency Event.

**12. OBLIGATIONS ON TERMINATION**

- 12.1 On termination of the Contract for any reason:
- 12.1.1 all licences granted under the Contract shall immediately terminate;
- 12.1.2 subject to clause 12.1.4 in relation to Client Data only, each party (at the other party's election) shall either (a) return or (b) destroy all documents and materials containing the other party's Confidential Information provided always that Signifo:
- 12.1.2.1 may retain copies of the Client's Confidential Information as necessary for the discharge of its legal requirements and that the provisions of clause 13 shall apply to any documents so retained; and
- 12.1.2.2 shall not be obliged to destroy or delete any Confidential Information of the Client (including any Client Data) where such Confidential Information is contained in regular back-up copies of comprehensive datasets where individual deletion would require significant effort.
- 12.1.3 the Client shall immediately pay any outstanding unpaid invoices and interest due to Signifo. Signifo shall submit invoices for any payments due from the Client, but for which no invoice has been submitted, and the Client shall pay these invoices immediately on receipt; and
- 12.1.4 if Signifo receives, no later than ten days after the effective date of the termination or expiry of this Contract, a written request from the Client for the delivery to the Client of the most recent back-up of the Client Data, Signifo shall use reasonable commercial efforts to fulfil such request within 30 days of its receipt, provided that the Customer has, at that time, paid all outstanding fees including any charges notified by Signifo to the Client in relation to the delivery of the Client Data. If the Client does not serve notice in accordance with this clause 12.1.4, Signifo may destroy or otherwise dispose of the Client Data in its possession. For the avoidance of doubt, nothing in this clause 12.1.4 shall oblige Signifo to meet any specific request by a Client in relation to the return of Client Data (including in terms of electronic file formats).
- 12.2 Any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination, including the right to claim damages in respect of any breach of the Contract which existed at or before the date of termination shall not be affected or prejudiced by the termination of the Contract for any reason.
- 12.3 For the avoidance of doubt, termination of the Contract for any reason shall not entitle the Client to a refund of any Fees (or any portion of the Fees) paid by the Client in accordance with the Contract.

**13. CONFIDENTIALITY & PUBLICITY**

- 13.1 Each party may be given access to confidential information concerning the business, affairs, customers, clients or suppliers of the other party or of any member of its group, including but not limited to information relating to a party's operations, processes, plans, product information, know-how, designs, trade secrets, software, market opportunities and customers (**Confidential Information**) in order to perform its obligations under this Contract. Confidential Information of the Client shall include the Client Data including any Personal Data therein. A party's Confidential Information shall not be deemed to include information that:
- 13.1.1 is or becomes publicly known other than through any act or omission of the receiving party;
- 13.1.2 was in the other party's lawful possession before the disclosure;
- 13.1.3 is lawfully disclosed to the receiving party by a third party without restriction on disclosure;
- 13.1.4 is required to be disclosed by law, by any court of competent jurisdiction or by any regulatory or administrative body.
- 13.2 Subject to clause 8, each party undertakes that it shall not at any time during this Contract and for a period of two years after termination disclose to any person any Confidential Information of the other except as permitted by clause 13.3.

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- 13.3 Each party may disclose the other party's Confidential Information to its employees, officers, agents, consultants or subcontractors who need to know such information for the purposes of carrying out the party's obligations under this Contract, provided that the disclosing party takes all reasonable steps to ensure that its representatives comply with the confidentiality obligations contained in this clause 13 as though they were a party to the Contract. The disclosing party shall be responsible for its representatives' compliance with the confidentiality obligations set out in this clause 13.
- 13.4 The Client consents to the issue by Signifo on or after the Effective Date of a statement announcing its appointment as the appointed expense management software provider and the subsequent publication of that statement on the Website, via media outlets and social media platforms.

**14. DATA PROTECTION**

- 14.1 For the purpose of this clause 14, "controller", "data subject", "processor", "personal data", "process" and "processing" shall have the meanings given to them by the Data Protection Legislation.
- 14.2 Both parties will comply with all applicable requirements of the Data Protection Legislation. This clause 14 is in addition to, and does not relieve, remove or replace, a party's obligation under the Data Protection Legislation.
- 14.3 The parties acknowledge that for the purposes of the Data Protection Legislation, the Client is the controller and Signifo is the processor from the point any personal data is transferred by the Client to Signifo. The Term Sheet sets out the scope, nature and purpose of processing by Signifo, the duration of the processing and the types of personal data and categories of data subject.
- 14.4 If, notwithstanding the intentions of the parties set out at clause 14.3, Signifo processes personal data as a controller, it shall comply with the provisions of the Data Protection Legislation imposed on a controller.
- 14.5 Without prejudice to the generality of clause 14.2, the Client will ensure that it has the legal right and all necessary appropriate consents and notices in place to enable lawful transfer of the personal data to Signifo for the duration and purposes of the Contract.
- 14.6 Without prejudice to the generality of clause 14.2, Signifo shall, in relation to any personal data processed in connection with the performance by Signifo of its obligations under the Contract:
- 14.6.1 process that personal data only on the lawful, reasonable and documented instructions of the Client, unless Signifo is required by the laws of any member of the European Union or by the laws of the European Union applicable to Signifo, in which case Signifo shall, to the extent permitted by such law, inform you of that legal requirement before processing that personal data;
- 14.6.2 having regard to the state of technological development and to the cost of implementing any measures, take appropriate technical and organisational measures, to protect against unauthorised or unlawful processing of such personal data and against accidental loss or destruction of, or damage to, such personal data, appropriate to the harm that might result from the unauthorised or unlawful processing or accidental loss, destruction or damage and the nature of the data to be protected (such measures to include, where appropriate, pseudonymising and/or encrypting personal data, ensuring confidentiality, integrity, availability and resilience of Signifo's systems and services, ensuring that the availability of and access to personal data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of the technical and organisational measures adopted by it);
- 14.6.3 not transfer any personal data provided by the Client outside of the European Economic Area ("EEA") unless such transfer is undertaken in accordance with applicable Data Protection Legislation;
- 14.6.4 assist the Client, at the Client's cost, in responding to any request from a data subject and in ensuring compliance with its obligations under the Data Protection Legislation with respect to security, breach notifications, impact assessments and consultations with supervisory authorities or regulators; and
- 14.6.5 notify the Client without undue delay on becoming aware of a personal data breach;
- 14.6.6 maintain complete and accurate records and information to demonstrate its compliance with this clause 14 and subject to clause

14.7 shall make available such information upon request and allow audits.

- 14.7 The Client undertaking an audit pursuant to clause 14.6.6 shall give Signifo reasonable notice of such audit and shall use reasonable endeavours to minimise any disruption to the business of Signifo.
- 14.8 Where Signifo engages another processor for carrying out specific processing activities on the Client's behalf (a "Sub-processor"), in relation to each Sub-processor:
- 14.8.1 the Client acknowledges and hereby authorises Signifo to engage in connection with exercising its rights and performing its obligations under the Contract any Sub-processors set out in Annex 1 to these Contract Terms ("Approved Sub-processors"), which includes the identities of those Sub-processors and their country of location;
- 14.8.2 Signifo may amend and update the Approved Sub-processors list or propose the appointment of one or more Sub-processors by providing written notice to the Client of any proposed new Sub-processor. The Client may notify Signifo promptly in writing within fourteen (14) calendar days after receipt of Signifo's notice if it has a reasonable basis for objecting to a new Sub-processor. Signifo shall not appoint (or disclose any personal data to) that proposed Sub-processor until reasonable steps have been taken to address the objections raised by the Client and the Client has been provided with a reasonable written explanation of the steps taken;
- 14.8.3 prior to giving any Sub-processor access to personal data, Signifo shall ensure that such Sub-processor has entered into a written assignment with Signifo including terms in the contract between Signifo and the proposed Sub-processor which are substantially the same as those set out in this clause 14 and the requirements of article 28(3) of the GDPR and Signifo shall remain fully liable to the Client for any failure by a Sub-processor to fulfil its obligations in relation to the processing of any personal data under the Contract; and
- 14.8.4 to the extent that such sub-processing does not occur in the EEA or in circumstances or in a country that is the subject of a valid adequacy decision by the European Commission ("Restricted Country"), Signifo may only authorise a third party to process the personal data in a Restricted Country if the Standard Contractual Clauses are at all relevant times incorporated into the agreement between on the one hand Signifo and on the other hand the Sub-processor or, if requested by the Client and required by Data Protection Legislation, the Client has entered into (or has procured that any relevant third party has entered into) a controller to processor data transfer agent incorporating the Standard Contractual Clauses.
- 14.9 Signifo may at its sole discretion and at any time on not less than 30 days' written notice, revise this clause 14 by replacing it with any applicable controller to processor standard clauses or similar terms forming part of an applicable certification scheme.
- 14.10 The Client shall indemnify and keep indemnified and defend at its own expense Signifo against all costs, claims, damages or expenses incurred by Signifo or for which Signifo may become liable due to any failure by the Client or its employees or agents to comply with any of its obligations under this clause 14.
- 14.11 Notwithstanding the generality of clause 14.10, the Client acknowledges that Signifo is reliant on the Client for direction as to the extent to which the Client is entitled to use and process personal data under the Contract. Consequently, the Client agrees to indemnify and keep indemnified and defend at its own expense Signifo against all costs, claims, damages or expenses incurred by Signifo or for which Signifo may become liable as a result of any action or omission by Signifo, to the extent that such action or omission resulted from the Client's instructions in relation to such personal data.

**15. FORCE MAJEURE**

- 15.1 The obligations of each party under the Contract shall be suspended during the period and to the extent that that party is prevented or hindered from complying with them by any cause beyond its reasonable control.
- 15.2 In the event of either party being so hindered or prevented, the party concerned shall give notice of suspension as soon as reasonably possible to the other party stating the date and extent of the suspension and its cause and the omission to give such notice shall forfeit the rights of that party to claim suspension. Any party whose

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## 16. ENTIRE CONTRACT

The Contract shall constitute the whole of the terms agreed between the parties in respect of the subject matter of this Contract and supersedes all prior Contracts, negotiations and discussions between the parties relating to it and each party waives any claim for breach of this Contract, or any right to rescind this Contract in respect of, any representation which is not an express provision of this Contract provided that nothing in this clause shall limit a party's liability for fraudulent misrepresentation.

## 17. FREEDOM TO CONTRACT

The parties declare that they each have the right, power and authority and have taken all action necessary to execute and deliver and to exercise their rights and perform their obligations under this Contract.

## 18. VARIATIONS

No variation of this Contract shall be effective unless it is in writing and signed by the parties.

## 19. ASSIGNMENT & OTHER DEALINGS

19.1 The client shall not without the prior written consent of Signifo assign, transfer, charge or deal in any other manner with this Contract or its rights under it or part of it, or purport to do any of the same, nor subcontract any or all of its obligations under this Contract.

19.2 Subject to clause 14.5 in respect of the appointment of third-party processors, Signifo may at any time assign, transfer, charge, subcontract, declare a trust over or deal in any other manner with any or all of its rights under this Contract.

## 20. FURTHER ASSURANCE

Each party shall, and shall use all reasonable endeavours to procure that any necessary third party shall, promptly execute and deliver such documents and perform such acts as may be required for the purpose of giving full effect to this Contract.

## 21. WAIVER

No failure or delay by a party to exercise any right or remedy provided under this Contract or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

## 22. SEVERABILITY

If any provision or part-provision of this Contract is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of this Contract.

## 23. NOTICES

Any notice required to be given pursuant to this Contract shall be in writing and shall be given by delivering the notice by prepaid first class post (airmail if to an address outside the country of posting) or by electronic mail to the address of the relevant party set out in the Term Sheet or such other address as either party notifies to the other from time to time. Any notice given according to the above procedure shall be deemed to have been given at the time of delivery or if sent by post at the expiration of 72 hours after being placed in the post (having been correctly addressed) whether or not received or if by electronic mail simultaneously with transmission after despatch to the correct electronic mail address provided that the sender can show satisfactory transmission.

## 24. RIGHTS OF THIRD PARTIES

A person who is not a party to this Contract has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Contract.

## 25. GOVERNING LAW AND JURISDICTION

This Contract and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with English law and each party hereby irrevocably submits to the exclusive jurisdiction of the English Courts.

### Schedule 1

#### Definitions and Interpretation

1.1 The definitions and rules of interpretation in this Schedule 1 apply in this Contract and the Term Sheet.

"**Active User**" means for any month during the Term, an Authorised User who uses the Services during that month to submit, approve or process an expenses claim.

"**Authorised User**" means those employees, agents and independent contractors of the Client who are authorised by the Client to use the Services.

"**Back Up Procedure**" means the back-up procedure as set out in the Disaster Recovery Plan, made available by Signifo to the Client from time to time which Signifo may revise at its discretion.

"**Confidential Information**" has the meaning set out in clause 13.

"**Client**" has the meaning set out in the Term Sheet.

"**Client Data**" the data inputted by or on behalf of the Client in connection with the Client's use of the Services which shall include Personal Data.

"**Contract**" the contract between Signifo and the Client comprising the Contract Terms and the Term Sheet.

"**Contract Terms**" the terms and conditions set out in clause 1 to clause 25 inclusive.

"**Data Protection Legislation**" until 25 May 2018, the national laws implementing the Data Protection Directive 95/46/EC and then on and from 25 May 2018:

(i) unless and until the GDPR is no longer directly applicable in the UK, the GDPR and any national implementing laws, regulations and secondary legislation, as amended or updated from time to time in the UK and then

(ii) any successor legislation to the GDPR or the Data Protection Act.

"**Disaster Recovery Plan**" the plan provided by Signifo to the Client from time to time.

"**Documentation**" the document(s) made available by Signifo online via the Website which set(s) out a description of the Services and user instructions for the Services.

"**Effective Date**" is the date on which the Term Sheet is signed by both parties or the date on which the Services commence, whichever is the earlier.

"**Extended Term**" has the meaning given at clause 11.1.

"**Fees**" the fees payable by the Client to Signifo in accordance with clause 7 which shall comprise the Monthly Fees, the Implementation Fees and any additional support fees payable pursuant to clause 2.3.

"**GDPR**" the General Data Protection Regulation (EU) 2016/679.

"**Implementation Fees**" the fees payable by the Client for implementation as set out in the Term Sheet.

"**Initial Term**" the initial term as set out in the Term Sheet.

"**Insolvency Event**" means that a party:

- (a) is unable to pay its debts or becomes insolvent or bankrupt or ceases to trade;
- (b) is the subject of an order made or a resolution passed for the administration, winding-up or dissolution (otherwise than for the purpose of a solvent amalgamation or reconstruction, which does not materially reduce that entity's assets);

- Webexpenses** Managed Service Agreement
- (c) has an administrative or other receiver, manager, trustee, liquidator, administrator, or similar officer appointed over all or any substantial part of its assets;
- (d) enters into or proposes any composition or arrangement with its creditors generally (otherwise than for the purpose of a financing or solvent amalgamation or reconstruction, which does not materially reduce the entities' assets); or

is the subject of any events or circumstances analogous to any of the foregoing in any applicable jurisdiction.

**"Intellectual Property Rights"** means copyrights, know-how, patents, trademarks, service marks, design rights (whether registered or unregistered), database rights, proprietary information rights and all other similar proprietary rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar rights which subsist now or in the future in any part of the world.

**"Minimum Monthly Fee"** being the minimum fee payable in respect of any month (or part month) during the Term from the Relevant Date calculated by multiplying the Price per Active User by the Minimum Monthly Users.

**"Minimum Monthly Users"** has the meaning set out in the Term Sheet.

**"Monthly Fee"** means the monthly fee payable by the Client to Signifo pursuant to clause 7.2.

**"Monthly Usage Fee"** means for any month (or part month) during the Term from the Relevant Date, the fee calculated by Signifo representing the number of Active Users during that month multiplied by Price per Active User.

**"Operating Rules"** means any rules or protocols of Signifo, in whatever form recorded, that affect Client's access to or use of the Services, as made available by Signifo from time to time to the Client.

**"Permitted Purpose"** means the Client's internal business operation of facilitating the claiming of expenses by the Authorised Users.

**"Price per Active User"** means the price per active user as set out in the Term Sheet.

**"Relevant Date"** has the meaning given in clause 7.2.

**"Service Level Agreement"** the SLA for the Services provided by Signifo to the Client from time to time.

**"Services"** means the services provided by Signifo to the Client as set out in the Term Sheet and as further described in the Documentation, together with any other services which Signifo agrees to provide to the Client.

**"Services Start Date"** the date provided on the Term Sheet.

**"Standard Contractual Clauses"** the standard contractual clauses for the transfer of personal data to processors established in third countries which do not ensure an adequate level of protection, as set out in Commission Decision (2010) 593 as updated, amended or superseded from time to time.

**"Software"** means the online software applications provided by Signifo as part of the Services including webexpenses.

**"Support Service Level Agreement"** means Signifo's SLA for providing support from time to time in relation to the Services as made available by Signifo to the Client.

**"Term Sheet"** the contract term sheet provided by Signifo to the Client to which this Contract is annexed.

**"Third Party Solution"** a third party product or service to which the Client opts to integrate with the Software or otherwise pass Client Data in accordance with clause 6.

**"Virus"** means any thing or device (including any software, code, file or programme) which may: prevent, impair or otherwise adversely affect the operation of any computer software, hardware or network, any telecommunications service, equipment or network or any other service or device; prevent, impair or otherwise adversely affect access to or the operation of any programme or data, including the reliability of any programme or data (whether by re-arranging, altering or erasing the programme or data in whole or part or otherwise); or adversely affect the user experience, including worms, trojan horses, viruses and other similar things or devices.

**"Website"** means the webexpenses website at webexpenses.com or such other web address as notified by Signifo from time to time.

## 1.2 Interpretation

- (a) A reference to a statute or statutory provision is a reference to it as amended or re-enacted. A reference to a statute or statutory provision includes any subordinate legislation made under that statute or statutory provision, as amended or re-enacted.
- (b) Any phrase introduced by the terms including, include, in particular or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms.
- (c) A reference to writing or written includes e-mail provided that if a notice is required to be given under this Contract is served by email it must also be confirmed by post.
- (d) Any obligation on the Client to make a payment shall include an obligation to make the relevant payment in full and without set-off, counterclaim or deduction.