

PRODUCT TERMS - SAAL (ENGLISH LAW) | AMT SYBEX (LEASEPOINT, FIELDREACH, GEOFIELD, MARKETFLOW, METERFLOW, NETWORKFLOW)

These Product Terms apply whenever Customer licenses Fieldreach, Geofield, Marketflow, Meterflow, Networkflow and Leasepoint AMT software Products (including their individual components and modules) as a SaaS Product (as defined in the Master Terms). These Product Terms are incorporated into the Product Order and, together with the Master Terms and the Professional Services Terms (if applicable), form part of the Agreement between Capita and Customer. In some cases additional or modified rights to those provided in these Product Terms will be included in a Product Order.

1. DEFINITIONS AND INTERPRETATION.

1.1 Capitalised terms used in these Product Terms but not defined below are defined in the Master Terms.

“Aircraft Assets” means, aircraft assets that are managed by the Leasepoint Product, including, for example, aircrafts and aircraft engines.

“Authorised Purpose” has the meaning given to it in Paragraph 2.2 below.

“Device” means smartphones, tablets and other mobile devices (including any other device types notified by Capita to Customer from time to time) on which the Fieldreach and/or Geofield Products are installed.

“Licence Metric” means, in respect of:

(a) Fieldreach or Geofield Products: Devices;

(b) Marketflow and Meterflow Product: Meter Points;

(c) Networkflow Product: MegaWatts; and

(d) Leasepoint Product: Aircraft Assets.

“Maintenance Release” means any update, release, patch or other adaption or modification of the Product, including any updated Documentation, that Capita may provide to Customer from time to time as part of the Support Services during the Support Period, which may contain, amongst other things, error corrections, enhancements, and/or improvements, or which otherwise amends the Product, but does not include any New Version or New Module.

“MegaWatts” means the total number of megawatts processed in the Networkflow Product.

“Master Terms” means the Master Terms that, together with the Product Order, these Product Terms and, if applicable, the Professional Services Terms, form the Agreement between Capita and Customer, and which can be found at the following URL: <https://www.capitasoftware.com/customertermsandconditions>

“Meter Points” means, with respect to the Marketflow and Meterflow Products, metering devices used to measure usage of electricity, water and gas.

“New Module” means any new software component, module or part of the Product that provides additional functionality to the Product that Capita may from time to time introduce and market generally as a distinct licensed product and which Capita may make available to Customer at an additional cost under a separate agreement.

“New Version” means any new version of the Product (other than a New Module) that Capita may from time to time introduce and market generally as a distinct licensed product and which Capita may, only if New Versions are included as part of the Support Services as indicated in the Product Order, provide to Customer from time to time as part of the Support Services during the Usage Period, or, if New Versions are not included as part of the Support Services as indicated in the Product Order, make available to Customer at an additional cost under a separate agreement.

“Out of Hours Support Services” means any Support Services provided by Capita outside of the Support Hours, as specified in the Product Order.

“Reporting Period” has the meaning given to it in the Product Order.

“**Service Levels**” has the meaning given to it at Paragraph 5.1.1.

“**Support Hours**” means: (a) in respect of all Support Services other than third level Support Services provided in respect of Leasepoint: 09:00 to 17:30 (GMT) Monday to Friday, excluding bank or national holidays in the United Kingdom; and (b) in respect of third level Support Services provided in respect of Leasepoint: 9:00 to 17:30 (GMT) Monday to Friday, excluding bank or national holidays in Ireland.

“**Territory**” means the territory set out in the Product Order.

business operations of Customer and its Listed Affiliates;

2.2.2 with respect to Marketflow: the internal business operations of Customer and its Listed Affiliates with respect to communications and processing of industry interaction data; and

2.2.3 with respect to Meterflow: the internal business operations of Customer and its Listed Affiliates with respect to managing and processing data from Meter Points.

1.2 Reference to Paragraphs in these Product Terms shall be to the paragraphs of these Product Terms or any annexures. References to Sections in these Product Terms shall be to the sections of the Master Terms.

The Authorised Purpose shall only extend to Customer’s own data processing by the Authorised Users and shall not be used to provide a data processing service or bureau service to any third party whether by way of trade or otherwise.

2. **USAGE RIGHTS.**

2.3 Scope of Licensed Access and Use. The total number of Devices, Megawatts, Meter Points, or Aircraft Assets (as applicable) will not exceed the relevant Licence Metric numbers set out in the Product Order, except as expressly agreed by the Parties and subject to any appropriate adjustment of the Licence Fees payable under the Agreement.

2.1 Grant of Usage Rights. Subject to, and in consideration of, Customer’s payment of the Licence Fees and compliance with all other terms and conditions of the Agreement, Capita grants to Customer during the applicable Usage Periods specified in the Product Order, a non-exclusive, non-transferable, non-sublicensable and revocable licence for Customer and its Listed Affiliates to use, solely by and through the Authorised Users, the Product(s) (in object code form only) listed in the Product Order (including any Maintenance Release and any New Version provided to Customer pursuant to the provision of Support Services) on the Devices, to store and manage Aircraft Assets, to process Megawatts or to store Meter Points, as applicable, and to use the relevant Documentation, in each case within the Territory and solely for the Authorised Purpose.

2.4 Instances. In addition to Customer’s rights under Section 2.5 of the Master Terms, with respect to a licence to use the Product(s) pursuant to Paragraph 2.1, such licence shall include a licence to take a copy of the software to establish non-production development, test and training instances of such Product(s). For clarity, such licence only includes one production instance of each such Product and all copies shall be subject to the restrictions set out in Section 2.5 of the Master Terms.

2.2 Authorised Purpose. The “**Authorised Purpose**” means:

2.5 Third Party terms. If the Products, Content and Deliverables contain proprietary and/or Third Party Software components and applicable licence and notice terms are not provided to Customer as anticipated by Section 2.3 of the Master Terms, Capita and any third party supplier of associated Third Party Software disclaim any and all liability for

2.2.1 with respect to Fieldreach, Geofield, Networkflow and Leasepoint Products: the internal

- consequential damages and implied warranties (including, as permitted by law, the implied warranties of non-infringement, satisfactory quality, merchantability and fitness for purpose). For clarity, Customer has selected any third party products or devices by its own volition and is not relying on any recommendation made by Capita.
- 2.6 **Modifications.** Except to the extent expressly permitted by Applicable Law and in addition to the restrictions set out in Section 6 of the Master Terms, Customer shall not nor permit others to, make for any purpose including (without limitation) for error correction, any alterations, modifications, additions or enhancements to the Product nor permit the whole or any part of the Product to be combined with or become incorporated in any other software or products.
- 2.7 **Audit.** In respect of a Product Order for the licence of the Leasepoint, Fieldreach and/or Geofield Product(s), in addition to Capita’s rights of audit and inspection set forth elsewhere in the Agreement, Customer shall, every Reporting Period provide a report to Capita which sets out:
- 2.7.1 with respect to Leasepoint, the number of Aircraft Assets stored and managed by the Product; and
- 2.7.2 with respect to Fieldreach and Geofield, the number of Devices on which each such Product is installed.
- 2.8 **Copies of Documentation.** At the request of Customer, Capita may provide additional copies of the Documentation as Customer reasonably requires for the normal operation of its business, at Capita’s then current standard scale of charges.
- 2.9 **Material breach.** The parties agree that a breach of the terms of this Paragraph 2 by Customer will be a non-remedial material breach under Section 11.1 of the Master Terms.
3. **INDEMNITY.**
- 3.1 The indemnity set forth at Paragraph 4.1 of Part F of the Product Terms shall not apply with respect to any Third Party Software which is incorporated within a Product.
4. **HOSTING.**
- 4.1 If the Product Order states that Capita or a Hosting Provider will host the Product(s), Capita or such Hosting Provider (as applicable) will be responsible for the hosting environment for the Product(s) (including its individual components and modules). If the Product Order does not state that Capita or a Hosting Provider will host the Product(s), then Customer shall be responsible for hosting the Product(s) itself or procuring a Hosting Provider to host the Product(s).
5. **SUPPORT SERVICES AND PROFESSIONAL SERVICES.**
- 5.1 **Support Services.**
- 5.1.1 Where specified in a Product Order, and subject to the terms of the Agreement and the payment of all charges payable under the Agreement (including the Support Fees), during the Support Period Capita will use reasonable endeavours to provide Support Services during the Support Hours. The Product Order sets out a description of the Support Services typically performed by Capita and the service levels in accordance with which Capita shall provide such Support Services (“**Service Levels**”).
- 5.1.2 Capita shall report to Customer in writing on its performance against the Service Levels on a weekly and monthly basis.
- 5.1.3 In addition to the Support Services set forth at Paragraph 5.1.1, where specified in a Product Order, and subject to the terms of the Agreement and the payment of the separate Support Fees specified in the Product Order as payable in respect of

Out of Hours Support Services, during the Support Period Capita will provide Out of Hours Support Services.

5.2 Support requests. In order to obtain Support Services, Customer must:

5.2.1 contact Capita by telephone +44 (1438) 748555 or by email helpdesk@amt-sybex.com (or such other contact details as notified to Customer from time to time); and

5.2.2 provide Capita with sufficient information to enable Capita to reproduce the problem.

5.3 Additional support fees. If Customer uses Capita's service desk for general advice regarding the use of the Product(s), Capita reserves the right to treat this outside the scope of the Support Services, and to charge Customer additional fees. Such services shall be deemed to be Professional Services and shall be subject to Professional Services Terms and the Professional Service section in the Product Order.

5.4 Maintenance Releases.

5.4.1 All Maintenance Releases provided by Capita to Customer are deemed to be part of the applicable Product. For the avoidance of doubt, the cost of the provision of Maintenance Releases is included in the Support Fees payable for the Support Services, but excludes any sums payable by Customer:

(a) for Professional Services in respect of assistance to Customer to support the deployment of a Maintenance Release; and

(b) in respect of the license of a New Module.

5.5 New Versions.

5.5.1 Where New Versions are provided by Capita as part of the Support Services (as indicated in the Product Order):

(a) such New Versions provided by Capita to Customer are deemed to be part of the applicable Product; and

(b) the cost of the provision of such New Versions is included in the Support Fees payable for the Support Services, but excludes any sums payable by Customer:

(i) for Professional Services in respect of assistance to Customer to support the deployment of a New Version; and

(ii) in respect of the license of a New Module.

5.5.2 Where New Versions are not included as part of the Support Services (as indicated in the Product Order), Customer will need to enter into a new agreement with Capita for such New Version.

5.6 Exclusions. The Support Services shall not include the following for which Capita may make an additional charge on a time and materials basis:

5.6.1 the support of other software, accessories, attachments, machines, systems or other devices not supplied by Capita nor provided pursuant to the Agreement;

5.6.2 rectification of lost or corrupted data arising for any reason other than Capita's own negligence;

- 5.6.3 support rendered more difficult because of any changes, alterations, additions, modifications or variations to the Product, the system or the operating environment made by or on behalf of Customer;
- 5.6.4 attendance to faults caused by using the Product outside design or other specifications supplied with the Product; and
- 5.6.5 diagnosis and/or rectification of problems not associated with the Product.
- 5.7 Provision of Information. The provision of the Support Services is conditional upon Customer having provided adequate information in respect of any malfunction in the Products.
- 5.8 New Modules. Customer acknowledges and agrees that any New Modules of the Product(s) that Capita may, in its sole discretion, release from time to time are not included as part of the Support Services. Customer will need to enter into a new agreement with Capita for such New Module.
- 5.9 Current Release. Except as otherwise expressly agreed by Capita and Customer in writing, Customer must run only the current Maintenance Release level of the Product(s) that Capita has made available to its customers and must ensure that such Maintenance Release is run on the latest New Version made available to its customers. Customer shall install all Maintenance Releases and New Versions as soon as reasonably possible from the date they are made available by Capita.
- 5.10 Systems, platforms and environments. Capita reserves the right to specify which versions of third party products, operating systems, platforms and environments with which the Product will run on.
- 5.11 Customer Responsibilities. In addition to Customer's obligations set out in the Master Terms and elsewhere in these Product Terms, Customer shall:
 - 5.11.1 designate appropriately qualified and trained personnel authorised to request the Support Services and inform Capita accordingly. Customer shall limit use of the telephone helpline to such designated contact;
 - 5.11.2 supervise and control the use of the Product;
 - 5.11.3 maintain procedures to facilitate reconstruction of any lost or altered files, data or programs to the extent deemed necessary by Customer, and Customer agrees that Capita shall not be liable under any circumstances for any consequence arising from lost or corrupted data, files or programs;
 - 5.11.4 be solely responsible for carrying out all necessary back-up procedures for their own benefit, to ensure that data integrity can be maintained in the event of loss of data for any reason; and
 - 5.11.5 provide telephone and appropriate access (for example, via a VPN connection) to facilitate the remote investigation of Product issues.
- 5.12 Additional Support and Maintenance.
 - 5.12.1 Customer may from time to time request Capita to supply additional support and maintenance services outside the scope of the Support Services.
 - 5.12.2 If Customer requests any such additional services, Capita shall use its reasonable endeavours to comply with Customer's request, but Customer acknowledges that Capita's ability to supply such additional services shall depend on the availability of appropriate resources at the time in question.
 - 5.12.3 Where Capita agrees to provide additional services in accordance with Paragraph 5.12.2 above, additional fees may apply, and

such agreement shall be documented in an order for Professional Services, which shall be made under, and shall incorporate, the terms of the Agreement.

5.13 Professional Services. Subject to payment by Customer of all charges payable under the Agreement (including the applicable Professional Services Fees) and Customer's compliance with its obligations under the Agreement, Capita shall perform Professional Services if, and as, specified in the Product Order or as may be agreed in writing between the Parties from time to time, in each case in accordance with the Professional Services Terms.

6. **CHANGES.**

6.1 Changes to Products. Capita may modify Product(s) from time to time but will not change their fundamental nature, except in accordance with Paragraph 6.2 below. Capita will use reasonable efforts to notify Customer of significant changes to Product(s).

6.2 Obsolescence.

6.2.1 Capita may obsolete:

- (a) a prior version of a Product on at least six (6) months' prior notice following the general availability of a Maintenance Release or New Version;
- (b) any Product as a whole on at least twenty-four (24) months' prior notice; and
- (c) any Support Services on at least twelve (12) months' prior notice.

6.2.2 Capita will have no obligation to provide Support Services in respect of obsolete Products or versions of Products at the end of the notice periods set out in

Paragraph 6.2.1 above.

6.3 Changes to Fees. To reflect the additional costs of servicing earlier releases of the Products, Capita reserves the right to increase Support Fees where Customer is using a Product version older than the second release before the current release from time to time. However, for releases older than three (3) years (and without prejudice to Paragraph 6.2.1 above) Capita reserves the right to elect not to provide Support Services in respect of such Products.

7. **DELIVERY.**

7.1 Capita shall deliver a copy of the Product(s) in machine readable form, on the media to the location specified in the Product Order. The Documentation, if any, shall also be delivered to the location or transmitted by email to the address specified in the Product Order.

7.2 Customer is responsible for ensuring that the equipment is installed and fully operational:

7.2.1 prior to installation and use of the Product(s); and

7.2.2 where the Product Order states that Capita shall provide Professional Services which include installation of the Product(s), prior to the scheduled date of installation of such Product(s).

7.3 Risk in the media and Product(s) will pass to Customer on delivery to Customer.

8. **TERMINATION.**

8.1 The Parties' termination rights are set out in Section 11 of the Master Terms.

9. **DATA PROTECTION.**

9.1 Scope and status of the Parties.

9.1.1 In this Paragraph 9, the terms "controller", "data subject", "personal data", "personal data breach", "process" ("processed"

to be construed accordingly) and “processor” shall have the same meanings as in the EU General Data Protection Regulation (EU)2016/679 (the “**GDPR**”). “**Data Protection Laws**” means the GDPR, the UK Data Protection Act 2018 and any replacement or supplementary legislation applicable to the processing of personal data applicable in the European Union or the United Kingdom from time to time.

9.1.2 Capita acts as a data processor on behalf of Customer with respect to any personal data which is processed by Capita on behalf of Customer or any Listed Affiliates (each a “**Customer Group Member**”) under the Product Order to the extent that it relates to Fieldreach, Geofield, Marketflow, Meterflow, Networkflow and Leasepoint Products (including in relation to any Support Services and Professional Services to be performed by Capita in relation to Fieldreach, Geofield, Marketflow, Meterflow, Networkflow and Leasepoint Products under such Product Order) (the “**Customer Personal Data**”). Customer may act as controller or processor in respect to Customer Personal Data. This Paragraph 9 sets out Capita’s data processing obligations to Customer in respect of Customer Personal Data. Details of the applicable processing activities (including categories of personal data and data subjects) are described in Annex 1 to these Product Terms.

9.1.3 Customer warrants, represents and undertakes to Capita that it (or the applicable Customer Group Member):

- (a) will comply at all times with the Data Protection Laws;
- (b) has all necessary consents

and notices in place to enable lawful transfer (including international transfers, if any) of Customer Personal Data to Capita for the duration of the Agreement (including without limitation, lawful grounds for processing); and

- (c) that it will not transfer any Customer Personal Data to Capita in connection with the provision of Services by Capita, other than Customer Personal Data of Customer employees to the extent necessary for such employees to liaise with Capita in respect of such Services.

9.2 Capita’s obligations. Where Capita processes Customer Personal Data under or in connection with the performance of its obligations under the Product Order, Capita shall:

- 9.2.1 process the Customer Personal Data only in accordance with the Agreement and with other mutually agreed and documented instructions of Customer (including in relation to any international transfer of Customer Personal Data made in accordance with Paragraph 0);
- 9.2.2 implement appropriate technical and organisational measures necessary to meet the requirements of Article 32 of the GDPR;
- 9.2.3 ensure Capita staff authorised to process Customer Personal Data are subject to appropriate confidentiality obligations;
- 9.2.4 not engage sub-processors to process Customer Personal Data without Customer’s prior written consent (such consent not to be unreasonably withheld or delayed). For the purpose of this

Paragraph 9.2.4, Customer hereby consents to Capita retaining those entities listed at Paragraph 1 (approved sub-processors) of Annex 1 to these Product Terms as sub-processors to process Customer Personal Data. Capita shall, in relation to any sub-processor appointed in accordance with this Paragraph 9.2.4: (a) ensure that equivalent requirements to those set out in this Paragraph 9.2 are imposed on the sub-processor through a written agreement; and (b) remain liable to Customer for the performance of the sub-processor's obligations;

9.2.5 taking into account the nature of the processing and the information available to Capita, reasonably assist Customer to fulfil Customer's obligations under the Data Protection Laws:

- (a) to respond to data subjects' requests exercising their rights; and
- (b) with respect to security, data protection impact assessments, data breach notifications and consultations with data protection supervisory authorities;

9.2.6 save as required by law, at Customer's option, either delete or return Customer Personal Data in Capita's possession to Customer on expiry or termination of the Agreement;

9.2.7 make available to Customer such information as Customer reasonably requests and Capita is reasonably able to provide, and, permit and contribute to such audits, including inspections, conducted by Customer (or agreed auditors other than Capita's competitors), as is necessary to demonstrate Capita's compliance with its

obligations set out in this Paragraph 9. Customer will give reasonable notice of any audit, ensure that any audit does not disrupt Capita's business operations, ensure any agreed auditors (if any) are bound by appropriate (in Capita's opinion) confidentiality obligations to protect Capita's confidential information, and will be fully liable for any associated costs (including those of Capita); and

9.2.8 notify Customer without undue delay after becoming aware of any personal data breach involving Customer Personal Data.

Capita shall be entitled to charge Customer, at Capita's then-current rate card and expenses policy, for any Capita effort or costs under Paragraphs 9.2.5 to 9.2.8 (inclusive).

9.3 International transfers.

9.3.1 Subject to Paragraph 9.3.2, Capita shall not transfer Customer Personal Data to any country or territory outside the European Economic Area (EEA) without Customer's prior written consent (such consent not to be unreasonably withheld or delayed).

9.3.2 Capita may transfer Customer Personal Data to Capita Affiliates located in India. Customer's agreement to this Paragraph 9.3.2 shall be deemed to be the prior written consent of Customer.

9.3.3 Any transfers authorised in accordance with this Paragraph 9.3.3 shall be subject to appropriate safeguards or derogations under Data Protection Laws. Where requested to do so by Capita, Customer shall execute the appropriate approved standard contractual clauses for transfers of Customer Personal Data from the EEA or the UK to third countries ("**Standard Contractual Clauses**") as data exporter with the applicable Capita data importer entity and, where relevant, procure that the relevant data controller entity does the same. Customer agrees

that if, pursuant to the Standard Contractual Clauses, Capita is obliged to provide a copy of any applicable sub-processor agreement, such agreement may have all commercial information, or clauses unrelated to the Standard Contractual Clauses, removed by Capita beforehand and that such copies will be provided by Capita in a manner to be determined in its discretion and only upon request by Customer.

9.4 Indemnity.

9.4.1 Subject to the limitations and exclusions of liability set out in the Agreement, each party shall indemnify and keep indemnified the other party against any liability, fines, claims, demands, expenses and costs (including reasonable legal fees) arising as a result of:

- (a) any breach by the other party (including in the case of Customer, by any Customer Group Member and any other controller of the Customer Personal Data) of its obligations under Data Protection Laws; and/or
- (b) where Capita is the indemnified party, Capita acting in accordance with any instruction, policy or procedure of Customer or any Customer Affiliate.

9.4.2 Subject to the limitations and exclusions of liability set out in the Master Terms, Customer shall defend and indemnify, at its own expense, Capita from and against any third party claim against Capita to the extent arising out of or in connection with Customer's breach of Paragraph 9.1.3(b) or Paragraph 9.1.3(c).

10. NON-SOLICITATION

10.1 Neither Parties shall approach directly or indirectly employees of the other with offers of employment for the duration of

the Support Period and for a period of (6) six months thereafter. This will not restrict either Party from employing staff who apply unsolicited in response to general advertising or other general recruitment campaigns.

11. SPECIAL TERMS – GEOFIELD.

11.1 Geofield – OS Data. With respect to the Geofield Product, Customer shall be fully responsible for procuring and for its use of any Ordnance Survey data (or similar or equivalent data) accessed by Customer through the Product ("**OS Data**") and Capita shall have no responsibility in respect of the same. For the purposes of the Agreement, OS Data shall be considered to be Customer Data and nothing in these Product Terms shall have the effect of limiting Customer's obligations and responsibilities with respect to Customer Data.

11.2 Disclaimer. This Paragraph 11.2 applies only in respect of the Geofield Product. In addition to any third party disclaimer issued in connection with any OS Data, Customer agrees that (in addition to, and without prejudice to, the Capita disclaimer set forth at Paragraph 11.1 and the limitations and exclusions on Capita's liability set out elsewhere in the Agreement) Capita accepts no responsibility for, and makes no warranty as to the accuracy of the OS Data. Customer should anticipate that, for example, pipes, cables, valves, siphons, sub-connections and other apparatus may not be shown on the OS Data or may not be accurately located on the OS Data, and that the OS Data may not be maintained or up to date. Customer shall ensure that safe digging practices are used at all times in accordance with best industry practice and Customer is fully responsible for accurately locating pipes, cables, valves, siphons, sub-connections and other apparatus, notwithstanding the OS Data accessed by Customer through the Geofield Product.

ANNEX 1
PERSONAL DATA AND PROCESSING ACTIVITY
1. Approved sub-processors

All Capita Affiliates from time to time.

2. Processing Activities

| | |
|---|---|
| Subject matter of the processing | The provision of professional and support services relating to an enterprise asset management software solution. |
| Duration of the processing | For the duration of the Agreement. |
| Nature and purpose of the processing | Access to Customer Personal Data to provide support and maintenance and professional services for an enterprise asset management software solution. |
| Type of personal data processed | Names, phone numbers and email addresses of Customer personnel; Names, phone numbers and email addresses of contractors and third parties supplying services to Customer; Names, phone numbers, email addresses and home addresses of Customer's customers For Meterflow Products - Special category personal data – medical / disability details of Customer's customers. |
| Categories of data subjects | Customer's personnel; Customer's customers; Customer's suppliers. |
| Obligations and rights of Customer | As set forth in the terms of the Agreement. |