

MASTER TERMS (US)

The following terms and conditions (“**Master Terms**”) are incorporated into the Product Order and, together with the applicable Product Terms and 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 Master Terms will be included in a Product Order.

These Master Terms are applicable to both Software as a Licence (SaaS) and Software as a Service (SaaS) Products offered by Capita. The Product Order will set out whether the Product ordered by Customer is a SaaS or a SaaS Product and Customer should ensure that it reviews the Product Terms for the applicable SaaS or SaaS Product, as the terms and conditions vary for SaaS Products and SaaS Products.

1. **DEFINITIONS AND INTERPRETATION.** connection with the Agreement.
- 1.1 “**Access Credentials**” has the meaning set out in Section 3.1 (*Access and Hosting*) of these Master Terms. 1.8 “**Capita Materials**” has the meaning given in Section 6.4.12 of these Master Terms.
- 1.2 “**Affiliate**” means, in relation to an entity, any entity controlling, controlled by, or under common control with that entity, where “control” (in its various forms) means having the right to direct the management and affairs of an entity, whether through ownership of voting securities, by contract, or otherwise. 1.9 “**Confidential Information**” means all written or oral information, disclosed, directly or indirectly, by either Party (the “**Disclosing Party**”) to the other Party (the “**Receiving Party**”), related to the business or operations of the Disclosing Party or a third party that has been marked or otherwise identified as confidential or that by the nature of the information or circumstances surrounding its disclosure ought reasonably to be understood as being confidential or proprietary. Confidential Information of Capita includes the Products, Documentation and Content.
- 1.3 “**Agreement**” has the meaning given in the Product Order.
- 1.4 “**Agreement Effective Date**” means the effective date of the Agreement, as specified in the Product Order. 1.10 “**Content**” means electronic data, information and/or other types of content (including third party websites and web-based services), if any, that is displayed, distributed or otherwise made accessible to Customer and Listed Affiliates via the Products, but does not include Customer Data, Customer Confidential Information or the Products.
- 1.5 “**Authorized Purpose(s)**” means the purpose(s) set forth in the applicable Product Terms for which Authorized Users are permitted to access and use the Products and any related Content.
- 1.6 “**Authorized User**” means the employees and independent contractors of Customer and Listed Affiliates (if any) who are entitled to use the Product(s) in accordance with the Agreement on Customer’s or such Listed Affiliates’ behalf. 1.11 “**Customer Data**” means any data, information and/or other types of content submitted, posted or displayed by, or on behalf of Customer and its Affiliates to or on the Product(s), excluding Content.
- 1.7 “**Capita IT Systems**” means any hardware, software or other IT infrastructure used by Capita or its subcontractors to provide the Product(s) and Services, or otherwise made available to Customer under or in 1.12 “**Customer Systems**” means Customer’s information technology infrastructure, including computers, software, databases, electronic systems, and networks, whether

- operated directly by Customer or through a third party.
- 1.13 **“Deliverable”** means any deliverable or output to be provided to Customer in connection with Professional Services as set out in a Product Order, excluding any Customer materials contained in the Deliverables and standard Products, Content and Documentation provided by Capita.
- 1.14 **“Documentation”** means any then-current user manual, handbook or other documentation for a Product made available by Capita for Customer’s use.
- 1.15 **“Hosting Fees”** means the hosting fees described as such in the applicable Product Order.
- 1.16 **“Hosting Provider”** has the meaning given to it in Section 3.3 of these Master Terms.
- 1.17 **“Hosting Services”** means: (i) in respect of SaaS Products, the services (if any) described as such in the applicable Product Order or Product Terms; and (ii) in respect of SaaS Products, the hosting of the SaaS Products by Capita or a third party.
- 1.18 **“Intellectual Property Rights”** means all intellectual and industrial property rights of any type or nature recognized in any jurisdiction in the world, including copyrights, moral rights and other rights associated with works of authorship; trade secrets and know-how; patents, patent rights, and other rights in inventions; trademarks, trade names, trade dress, service marks, logos, symbols and other source identifiers; and including applications and registrations for, and extensions, continuations, renewals, and re-issuances of any of the foregoing.
- 1.19 **“License Fees”** means the license and/or subscription fees described as such in the applicable Product Order.
- 1.20 **“Listed Affiliate”** means a Customer Affiliate listed in a Product Order as a Customer entity authorized to use one or more of the Products listed therein during the applicable Usage Period.
- 1.21 **“Maintenance Release”** has the meaning given to it in the applicable Product Terms.
- 1.22 **“New Version”** has the meaning given to it in the applicable Product Terms.
- 1.23 **“Product Order”** means the order, in the form prescribed by Capita, submitted by Customer for one or more Products and accepted by Capita and which incorporates these Master Terms, the applicable Product Terms and, if applicable, the Professional Services Terms.
- 1.24 **“Product Terms”** means the additional terms and conditions (including the Usage Rights and terms describing and governing the Support Services (if any), and any documents incorporated, or referred to, therein) applicable to each Product (and related Content) which are incorporated into the applicable Product Order.
- 1.25 **“Product(s)”** means SaaS Products and SaaS Products (including any configuration of such Products by Customer or its Authorised Users), excluding Content and Third Party Services.
- 1.26 **“Professional Services”** means the professional services (such as installation, configuration, consulting, training and exit assistance) to be delivered by Capita to Customer as specified in the Product Order.
- 1.27 **“Professional Services Fees”** means the fees for Professional Services described as such in the applicable Product Order.
- 1.28 **“Professional Services Terms”** means the terms describing and governing the Professional Services provided by Capita which are incorporated into the Product Order.
- 1.29 **“Representatives”** has the meaning set out in Section 9 of these Master Terms.

- 1.30 **“Restricted Item”** has the meaning set out in Section 0 of these Master Terms.
- 1.31 **“SaaS Product”** means software products (including any Maintenance Releases and New Versions) licensed to Customer under the Agreement.
- 1.32 **“SaaS Product”** means software-as-a-service subscription products, including updates thereto made generally available by Capita to its customers, to which Customer is granted access under the Agreement.
- 1.33 **“Services”** means Professional Services, Support Services and, if applicable, any Hosting Services.
- 1.34 **“Support Fees”** means the fees for Support Services described as such in the applicable Product Order.
- 1.35 **“Support Period”** means the period stated in a Product Order (as it may be renewed or extended per the terms of the Product Order) during which Capita shall supply, and Customer shall take and pay for, the Support Services.
- 1.36 **“Support Services”** means the support services provided by Capita pursuant to the applicable Product Terms, excluding any Professional Services and Third Party Services.
- 1.37 **“Suspension”** means a suspension of a SaaS Product(s) or any Services in accordance with Section 7.3 of these Master Terms.
- 1.38 **“Third Party Services”** has the meaning set out in Section 7.3 of these Master Terms.
- 1.39 **“Third Party Software”** means any open-source or other software relating to the Products that are not proprietary to Capita.
- 1.40 **“Usage Period”** means the period stated in a Product Order (as it may be renewed or extended per the terms of the Product Order) during which Customer’s Authorized Users are permitted to use and/or access the Product(s) listed therein.
- 1.41 **“Usage Rights”** means the license to use or right to access (as applicable) the Product, Content and/or Documentation as set out in the applicable Product Terms.
- 1.42 Unless the context requires otherwise: (i) “including” (and any of its derivative forms) means including but not limited to; (ii) “may” means has the right, but not the obligation to do something and “may not” means does not have the right to do something; (iii) “will” and “shall” are expressions of command, not merely expressions of future intent or expectation; (iv) “written” or “in writing” is used for emphasis in certain circumstances, but that will not derogate from the general application of the notice requirements set forth in the Agreement in those and other circumstances; (v) use of the singular imports the plural and vice versa; and (vi) use of a specific gender imports the other gender(s).
- 1.43 A reference to a statute or statutory provision: (i) is a reference to it as amended, extended or re-enacted from time to time; and (ii) shall include all subordinate legislation made from time to time under that statute or statutory provision.
2. **USAGE RIGHTS.**
- 2.1 Subject to Customer’s and Listed Affiliates’ and their respective Authorized Users’ continuing compliance with the terms and conditions of the Agreement, Capita grants to Customer during the applicable Usage Period, the Usage Rights specified in the applicable Product Order and any applicable Product Terms. Unless explicitly stated otherwise in the applicable Product Order or applicable Product Terms, such Usage Rights shall be on a non-exclusive and non-transferrable basis.
- 2.2 The Products and any Content, Documentation and Deliverables are not sold to Customer. The Agreement does not convey to Customer title to or ownership of the Products, Content, Documentation or Deliverables, but only a right of limited use on the terms and conditions set forth herein

- and in the applicable Product Order (and any applicable Product Terms and Professional Services Terms). All rights not expressly granted by Capita to Customer are reserved by Capita and its licensors.
- 2.3 The Products, Content and Deliverables may contain proprietary and/or Third Party Software components that are subject to additional or different license and notice terms. If so, Customer shall (and shall procure that any Listed Affiliates and its and their Authorized Users shall) comply with all applicable license and notice terms identified on the applicable Product Order (or applicable Product Terms) or notified by Capita to Customer from time to time.
- 2.4 Customer and Listed Affiliates may exercise the Usage Rights granted in the applicable Product Terms through Authorized Users. Customer is responsible and liable for all uses of the Products, Content, Documentation and Deliverables resulting from access provided by Customer or any Listed Affiliate, directly or indirectly, whether such access or use is permitted by or in violation of the Agreement. Without limiting the generality of the foregoing, Customer is responsible for all acts and omissions of Listed Affiliates and Authorized Users, and any act or omission of a Listed Affiliate or an Authorized User that would constitute a breach of the Agreement if taken by Customer will be deemed a breach of the Agreement by Customer. Customer shall make all Listed Affiliates and Authorized Users aware of the provisions of the Agreement as applicable to such Listed Affiliates' and Authorized Users' use of the Products, Content, Documentation or Deliverables and shall cause Listed Affiliates and Authorized Users to comply with such provisions.
- 2.5 Customer may make a reasonable number of copies of the SaaS Products and Documentation solely for back-up and archival purposes. When doing so, Customer shall reproduce and include all copyright, trademark, and other proprietary rights notices on any copies it makes (or has made) of the SaaS Products and Documentation, including partial copies. Any copies Customer makes (or has made) of the SaaS Products or Documentation, in whole or in part, are the property of Capita (and its licensors).
3. **ACCESS AND HOSTING.**
- 3.1 If necessary for Authorized Users to gain access to or otherwise use or operate a Product, Capita shall provide to Customer the necessary keys and other access protocols or credentials (collectively, "**Access Credentials**") promptly after accepting Customer's Product Order.
- 3.2 If so requested by Capita, Customer shall designate at least one Authorized User to serve as administrator and act as Customer's principal point of contact with Capita for purposes of Customer's account administration.
- 3.3 For SaaS Products, the Product Order (or applicable Product Terms) shall specify whether Capita or Customer (either itself or through a third-party hosting provider ("**Hosting Provider**") will provide the hosting environment for the SaaS Products. If Customer is responsible for providing the hosting environment (either itself or through a Hosting Provider) Customer shall:
- 3.3.1 ensure the hosting environment meets Capita's operating environment specifications for the SaaS Products (including as may be specified in the applicable Product Terms) and is properly configured for installation and operation of the SaaS Products;
- 3.3.2 arrange for Capita to have access to the hosting environment promptly following acceptance of the applicable Product Order for purposes of installing and configuring the SaaS Products for access and use by Authorized Users (where the Product Order provides that Capita is responsible for such

- installation and/or configuration of the SaaS Products in the hosting environment), and thereafter as may be reasonably necessary for Capita's ongoing provision of services; and
- 3.3.3 if Customer authorizes a Hosting Provider to host and operate the SaaS Products on Customer's behalf, first obtain such Hosting Provider's written agreement to be subject to, and comply with, all applicable terms and conditions of the Agreement. In all such cases, Customer shall be responsible and liable for the acts and omissions of its (and its Affiliates') personnel and contractors (including the Hosting Provider) as if they were the acts and omissions of Customer.
- 3.4 If the Product Order (or applicable Product Terms) specifies that Capita is responsible for providing the hosting environment for any of the Products, Capita shall (or shall engage a Hosting Provider to) perform the Hosting Services during the applicable Hosting Period(s). Capita reserves the right to change, discontinue, modify or remove features or functionality from the Hosting Services upon notice to Customer, including the termination of any Hosting Services where a Hosting Provider providing such Hosting Services on behalf of Capita ends its provision of such Hosting Services.
- 3.5 Unless otherwise specified in the Product Order (or applicable Product Terms), Capita does not guarantee the availability of, or any other service levels relating to, any Hosting Services provided by Capita or any Hosting Provider.
- 3.6 Customer shall comply with:
- 3.6.1 the terms of any Hosting Provider engaged by Capita for the performance of the Hosting Services, as set out in the Product Order and as updated from time to time, as notified by Capita to Customer; and
- 3.6.2 any Capita hosting terms as notified by Capita to Customer from time to time.
4. **CONTENT, CUSTOMER DATA AND CUSTOMER SYSTEMS.**
- 4.1 The Product(s) may enable Authorized Users to search for, find, store, manage, and use Content that is provided or made accessible through the Product(s) or to submit, post or display Customer Data to or on the Product(s). Customer acknowledges that Capita does not endorse, support, represent or guarantee the completeness, truthfulness, accuracy, reliability, usefulness, timeliness or other attributes of any Content or Customer Data, nor does Capita review, test or attempt to verify the accuracy or currency of any Customer Data or Content. As between Customer and Capita, Customer is solely responsible for:
- 4.1.1 determining the suitability of any Content or Customer Data for its intended use by Customer (including any necessary testing); and
- 4.1.2 as necessary for its intended use, verifying the authenticity, integrity, security and accuracy of the Content and any Customer Data prior to using it.
- 4.2 Capita has no obligation to preview, verify, flag, modify, filter or remove any Customer Data or Content. Capita may, in its sole discretion:
- 4.2.1 modify and add Content made available through its Products; and
- 4.2.2 remove, disable or restrict access to any Content or Customer Data (but is not responsible for any failures or delays in removing, disabling or restricting access to any Content or Customer Data, unless otherwise provided herein), including Content or Customer Data that may be considered harmful, inaccurate, unlawful or otherwise

objectionable or if Capita is required by any third party rights holder to remove Content or Customer Data, or receives information that Content or Customer Data may violate applicable law or third-party rights.

- 4.3 Customer has and will retain sole responsibility for: (a) all Customer Data, including its content, use, accuracy, quality and legality; (b) all information, instructions, and materials provided by or on behalf of Customer, its Listed Affiliates or any Authorized User in connection with the Products; (c) Customer's information technology infrastructure, including computers, software, databases, electronic systems, and networks, whether operated directly by Customer or through a third party ("**Customer Systems**"); (d) the security and use of Customer's and its Authorized Users' Access Credentials; and (e) all access to and use of the Products directly or indirectly by or through the Customer Systems or its or its Authorized Users' Access Credentials, with or without Customer's knowledge or consent, including all results obtained from, and all conclusions, decisions, and actions based on, such access or use.

5. **U.S. GOVERNMENT RESTRICTED RIGHTS.**

This Section 5 applies to all acquisitions of the Products by or for the U.S. federal government, or by any prime contractor or subcontractor (at any tier) under any contract, grant, cooperative agreement or other activity with the government. By accepting delivery of a Product, the government hereby agrees that the Product qualifies as "commercial" computer software within the meaning of the acquisition regulation(s) applicable to the procurement of the Product. The terms and conditions of the Agreement shall pertain to the government's use and disclosure of the Product(s), and shall supersede any conflicting contractual terms or conditions. If the Agreement fails to meet the government's needs or is inconsistent in any respect with Federal law, the government

agrees to return the Product(s), unused, to Capita, or cease use of the Product(s).

6. **RESTRICTIONS AND CUSTOMER OBLIGATIONS.**

Restrictions.

- 6.1 Customer shall not, and shall cause Listed Affiliates and Authorised Users not to, act outside the scope of the Usage Rights that are expressly granted by Capita in the Agreement. Further, in relation to any Product, Content or Documentation (each a "**Restricted Item**") Customer shall not, and shall not permit or allow Listed Affiliates, Authorised Users, or any other person to:

6.1.1 use the Restricted Item in any manner that is not authorised by, or not consistent with, the Agreement;

6.1.2 reverse engineer, decompile, disassemble, or otherwise translate or derive any trade secrets embodied in the Restricted Item or the source code for any components of the Restricted Item, or attempt to do so (except as otherwise expressly permitted by applicable law for computer interoperability);

6.1.3 access or use the Restricted Item in order to develop or support, or assist another party in developing or supporting, any products or services competitive with the Restricted Item;

6.1.4 disclose or give access to the Restricted Item to any person who is involved in any way in the design or development of a competitive alternative to any Product;

6.1.5 access or use the Restricted Item to operate the business of a third party or to process data or content provided by a third party for the operation of a third party's business, or otherwise use the Restricted Item on a third party's behalf, or to act as a service bureau or provider

- of application services to any third party;
- 6.1.6 alter, obscure, or remove any copyright, trade mark (whether registered or unregistered) or other proprietary rights notice from the Restricted Item;
- 6.1.7 knowingly or intentionally re-use, disseminate, copy, or otherwise use the Restricted Item in a way that infringes, misappropriates, or violates any trade mark (whether registered or unregistered), copyright, patent, trade secret, publicity, privacy or other right of any third party;
- 6.1.8 take any action designed or intended to:
- (a) interfere with the proper working of the Restricted Item; or
- (b) circumvent, disable, or interfere with security-related features of the Restricted Item or features that prevent or restrict use, access to, or copying the Restricted Item, or that enforce limitations on use of the Restricted Item;
- 6.1.9 sell, lend, lease, assign, novate, transfer, pledge, permit a lien upon, mortgage, charge or sublicense any of the rights or obligations under the Agreement with respect to the Restricted Item;
- 6.1.10 do anything which may damage the reputation of Capita, its Affiliates, Capita's licensors or the Restricted Items;
- 6.1.11 move, modify, interface, copy, broadcast, reproduce, port or otherwise use or route any Restricted Items, or any portion thereof, with or to any other equipment, network or software that Capita, in its sole opinion, determines is interfering or may interfere with the performance of the Restricted Items, or any portion thereof and, from time to time, upon Capita's written request, Customer shall notify Capita in writing
- of any and all such equipment, network and software;
- 6.1.12 access, store, distribute or transmit any material during the course of its use of the Product(s) or use the Product(s) that:
- (a) is unlawful, harmful, threatening, defamatory, obscene, infringing, harassing or racially or ethnically offensive;
- (b) is a virus or malicious code in any form;
- (c) facilitates illegal activity;
- (d) depicts sexually explicit images;
- (e) promotes unlawful violence;
- (f) is discriminatory based on race, gender, colour, religious belief, sexual orientation, disability;
- (g) violates any third party privacy rights; or
- (h) is otherwise illegal or causes damage or injury to any person or property; or
- 6.1.13 interfere with or disrupt the integrity or performance of the Product(s), including by disrupting the ability of any other person to use or enjoy the Product(s) or Content, or attempt to gain unauthorized access to the Product(s), Customer Data, Content or related systems or networks.
- The restrictions set out in this Section 6.1 are in addition, and without prejudice, to any restrictions set out in the Product Order or the applicable Product Terms.
- 6.2 At Capita's written request, and no more than once every six (6) months, Customer shall provide Capita with a signed certification verifying that the Restricted Items are being used and/or accessed in accordance with the

Agreement and that no unlicensed or unauthorised use of the Restricted Items is occurring.

6.3 In addition to the foregoing, at Capita’s written request, Customer shall (and shall procure that any Listed Affiliates, and any Hosting Provider (if applicable), shall) permit Capita or its designated representatives to review and verify Customer’s (and Listed Affiliates’ and, if applicable, the Hosting Provider’s) records, deployment, and use of the Restricted Items for compliance with the terms and conditions of the Agreement, and:

6.3.1 such review and verification may be conducted remotely or onsite, at Capita’s discretion;

6.3.2 any onsite review shall be scheduled on reasonable notice, shall be conducted during normal business hours if at Customer’s or a Listed Affiliate’s or the Hosting Provider’s facilities, and shall not unreasonably interfere with Customer’s or the Hosting Provider’s business activities (as applicable); and

6.3.3 if any such verification process determines that Customer’s (including any Listed Affiliates’) usage of the Product(s) exceeds the number of licences or other Usage Rights Customer has purchased, Customer shall:

(a) unless the Product Order or applicable Product Terms states otherwise, promptly place an order with Capita for (and Capita shall be entitled to invoice Customer for) at least the number of additional licences required for Customer and any Listed Affiliates to come into compliance with the Agreement. The price of each such licence will be at Capita’s then current list price, calculated so as to cover the time period during which the licence should have been in effect to avoid any period of non-compliance, and bearing interest at the rate provided for in Section 8.3

below from the date when the licence subscriptions should have been purchased to the actual purchase date; and

(b) reimburse Capita in full for the amount of costs incurred by Capita in undertaking such verification process.

Customer Obligations.

6.4 Without prejudice to any other obligations of Customer under the Agreement, Customer shall:

6.4.1 follow all reasonable instructions given by Capita from time to time with regard to the use of the Product(s) and any trade marks owned by Capita and other indications of the property and rights of Capita;

6.4.2 provide Capita with:

(a) all necessary co-operation in relation to the Agreement; and

(b) all necessary access to such information as may be required by Capita,

in order to enable Capita to discharge its obligations under the Agreement;

6.4.3 carry out all other Customer responsibilities set out in the Agreement in a timely and efficient manner. In the event of any delays in Customer’s provision of such assistance as agreed by the Parties, Capita may adjust any agreed timetable or delivery schedule as reasonably necessary;

6.4.4 obtain and shall maintain all necessary licences, consents, and permissions necessary for Capita, its sub-contractors and agents to perform their obligations under the Agreement;

6.4.5 ensure that its network and Customer Systems comply with the relevant

- specifications provided by Capita from time to time;
- 6.4.6 be solely responsible for procuring and maintaining any network connections and telecommunications links from its Customer Systems to the Capita IT Systems, and all problems, conditions, delays, delivery failures and for all other loss or damage arising from or relating to Customer's network connections or telecommunications links or caused by the internet;
- 6.4.7 ensure that its personnel are adequately trained in the correct use of the Product(s) and are provided with first line technical support in connection with use of the Product(s);
- 6.4.8 comply with Capita's reasonable instructions concerning the use, modification, control, and testing of the Product(s) (including, where appropriate, operational and environmental conditions);
- 6.4.9 provide Capita, its employees, agents, consultants and subcontractors, with timely access to Customer Systems, Customer's personnel and Customer's Sites and other premises, office accommodation and other facilities (including those of any applicable Hosting Providers) as reasonably required by Capita to provide the Services;
- 6.4.10 provide Capita with all information reasonably requested by Capita from time to time relating to Customer's use of the Product(s), including information on Customer's hardware, network and systems; and
- 6.4.11 keep a complete and accurate record of the Customer's copying and disclosure of the Product(s) and its users (including all Authorised Users);
- 6.4.12 keep and maintain all materials, equipment, documents and other property of Capita ("**Capita Materials**") at Customer's premises in safe custody at its own risk, maintain the Capita Materials in good condition until returned to Capita, and not dispose of or use the Capita Materials other than in accordance with Capita's written instructions or authorization. All Capita Materials are the exclusive property of Capita; and
- 6.4.13 provide parking for Capita's engineers when requesting onsite assistance.
- 6.5 If Customer becomes aware of any misuse of the Product(s), any Content or the Documentation, or any security breach in connection with the Agreement that could compromise the security or integrity of the Product(s), any Content or the Documentation or otherwise adversely affect Capita, Customer shall, at Customer's expense, promptly notify Capita and fully co-operate with Capita to remedy the issue as soon as reasonably practicable.
7. **SUPPORT SERVICES AND OTHER PROFESSIONAL SERVICES.**
- 7.1 Capita offers different levels of Support Services for its Products, as described in the applicable Product Order (or applicable Product Terms). Support Services may be subject to separate charges. Customer grants (or shall procure the grant) to Capita of a license to utilize such information, materials or assets of Customer to the extent required for the provision of any Support Services provided pursuant to the applicable Product Order.
- 7.2 Capita may agree to provide Customer certain professional services, such as installation, configuration, consulting, and training ("**Professional Services**"), if and as specified on a Product Order (including any applicable Professional Services Terms) executed by the Parties under the Agreement. Any such Professional Services shall be deemed to be performed under and governed by the Agreement. Unless otherwise provided in a Product Order

- (including any applicable Professional Services Terms), Customer is responsible for installing and configuring Products for its use.
- 7.3 From time to time Capita may recommend its authorized resellers, partners and other third parties to Customer, or Customer may elect to have other third parties, to provide Customer certain professional services, such as installation, configuration, consulting, and training, in connection with the Product(s) ("**Third Party Services**"). IF CUSTOMER CHOOSES TO PROCURE THIRD PARTY SERVICES, CUSTOMER ACKNOWLEDGES AND AGREES THAT CAPITA SHALL HAVE NO RESPONSIBILITY OR LIABILITY FOR THE PERFORMANCE OF THE THIRD PARTY SERVICES BY THE THIRD PARTY SERVICES PROVIDER, OR FOR ANY DEFECT OR FAILURE OF THE PRODUCT(S) CAUSED BY THE THIRD PARTY SERVICES AND CUSTOMER SHALL NOT BE ENTITLED TO ANY REDUCTION IN FEES FOR THE PRODUCT(S) AS A RESULT THEREOF. Capita may deny access to the Product(s) to any Third Party Services provider which Capita reasonably determines poses a security or confidentiality risk to Capita's, or its other customers', systems, data or Intellectual Property Rights.
- 7.4 If there is a change in law and Customer notifies Capita that such change requires a change to a Product, then, upon request from Customer, Capita may, at its sole discretion and subject to agreement of a Product Order for Professional Services, agree to provide Professional Services to Customer for the purpose of discussing, agreeing and implementing any such changes.
- 7.5 Capita shall be entitled to use its general knowledge, skills and experience, and any ideas, concepts, know-how, formats, templates, methodologies and techniques that are acquired or used in the course of the provision of the Services under the Agreement.
8. **FEES AND TAXES.**
- 8.1 In consideration for the Usage Rights granted under the Product Order and any applicable Product Terms, Customer agrees to pay Capita the fees set forth in the applicable Product Order (including any License Fees, Support Fees, Hosting Fees and Professional Services Fees).
- 8.2 Unless Customer is exempt from payment of taxes otherwise due in respect of the transactions effected by the Agreement and provides Capita the appropriate tax exemption certificate(s), Customer agrees to pay directly or reimburse Capita for any taxes and other governmental fees arising out of the Agreement or Capita's performance under the Agreement, excluding taxes on Capita's net income.
- 8.3 Unless otherwise set out in the Product Order, all fees and expenses are to be paid to Capita in United States Dollars, by wire transfer of funds to an account designated by Capita, or by such other means as Capita may agree to. Capita's invoices are due and payable in full within thirty (30) days from the date of the invoice. If Customer does not pay a Capita invoice in full within thirty (30) days after the invoice date, in addition to any other rights or remedies of Capita under the Agreement or at law (including, without limitation, Capita's rights to terminate the Agreement or any Product Order), Capita may: (a) add an interest charge of 1.5% per month, or the maximum rate allowed by law if less, to the outstanding balance; this interest will begin to accrue on the day after the payment due date and will accumulate on the outstanding balance on a daily basis until paid in full; and (b) if such failure continues for fourteen (14) days following written notice thereof, suspend performance of Services and/or, where applicable, access to SaaS Products until all past due amounts and interest thereon have been paid, without incurring any obligation or liability to Customer or any other person by reason of such suspension. All invoices issued to Customer pursuant to the Agreement shall be transmitted electronically to Customer, and Customer hereby acknowledges and agrees to the

sufficiency of receiving such invoices electronically.

8.4 Capita may increase fees in the manner and at the periods set out in the Product Order (of, if relevant, the Product Terms). Unless explicitly stated otherwise in the applicable Product Order or applicable Product Terms, any such increase shall be notified to Customer at least sixty (60) days prior to the date any fee adjustment takes effect.

9. **CONFIDENTIALITY.**

9.1 Each Receiving Party recognizes and agrees that the Confidential Information of the Disclosing Party is critical to the Disclosing Party's business and that neither Party would enter into the Agreement without assurance that such information and its value will be protected as provided in this Section 9 and elsewhere in the Agreement. As a condition to being provided with any disclosure of or access to Confidential Information, the Receiving Party shall:

9.1.1 not access or use, or permit the access or use of, Confidential Information other than as necessary to exercise its rights or perform its obligations under and in accordance with the Agreement;

9.1.2 not use or permit the use of any of the Disclosing Party's Confidential Information, directly or indirectly, in any manner to the detriment of the Disclosing Party or to obtain any competitive advantage over the Disclosing Party;

9.1.3 except as may be permitted by and subject to its compliance with Section 9.1.6 below, not disclose or permit access to Confidential Information other than to its personnel and professional and legal advisers ("**Representatives**") who: (i) need to know such Confidential Information for purposes of the Receiving Party's exercise of its rights or

performance of its obligations under and in accordance with the Agreement; (ii) have been informed of the confidential nature of the Confidential Information and the Receiving Party's obligations under this Section 9; and (iii) are bound by written confidentiality and restricted use obligations at least as protective of the Confidential Information as the terms set forth in this Section 9;

9.1.4 safeguard the Confidential Information from unauthorized use, access, or disclosure using at least the degree of care it uses to protect its similarly sensitive information and in no event less than a reasonable degree of care;

9.1.5 ensure its Representatives' compliance with, and be responsible and liable for any of its Representatives' noncompliance with, the terms of this Section 9; and

9.1.6 notify the Disclosing Party in writing promptly of any unauthorized disclosure or use of the Disclosing Party's Confidential Information and cooperate with the Disclosing Party to protect the confidentiality and ownership of all Intellectual Property Rights, privacy rights, and other rights therein.

9.2 Confidential Information does not include information that the Receiving Party can demonstrate by written or other documentary records:

9.2.1 was rightfully known to the Receiving Party without restriction on use or disclosure prior to such information being disclosed or made available to the Receiving Party in connection with the Agreement;

9.2.2 was or becomes generally known

- by the public other than by the Receiving Party's or any of its Representatives' noncompliance with the Agreement;
- 9.2.3 was or is received by the Receiving Party on a non-confidential basis from a third party that was not or is not, at the time of such receipt, under any obligation to maintain its confidentiality; or
- 9.2.4 was or is independently developed by the Receiving Party without reference to or use of any Confidential Information.
- 9.3 If the Receiving Party or any of its Representatives is required to disclose the Disclosing Party's Confidential Information in response to a valid order of a court or other valid governmental body in the United States, the Receiving Party agrees to give the Disclosing Party reasonable advance notice of the required disclosure (if legally permitted to do so) in order to afford the Disclosing Party a reasonable opportunity to contest the disclosure or seek a protective order, and the Receiving Party agrees to reasonably cooperate with the Disclosing Party's efforts.
- 9.4 The Receiving Party's obligations of confidentiality shall apply with respect to any particular Confidential Information of the Disclosing Party while any copy of it remains in the Receiving Party's possession or control, and thereafter for a period of two (2) years.
- 9.5 Upon the termination of the Agreement, the Receiving Party will cease all use of the Disclosing Party's Confidential Information in the form originally furnished and destroy it or, at the Disclosing Party's direction and expense, return it to the Disclosing Party.
- 9.6 Notwithstanding anything to the contrary in this Section 9, Capita may: (i) include Customer's name on Capita's customer list and may describe in general terms the nature of the services provided by Capita to Customer; and (ii) disclose Customer's Confidential Information and the contents of the Agreement with its Affiliates and any purchaser or potential purchaser of all or substantially all the assets or shares of Capita, provided such purchaser or potential purchaser has been informed of the confidential nature of the Confidential Information and is bound by written confidentiality and restricted use obligations at least as protective of the Confidential Information as the terms set forth in this Section 9.
10. **REPRESENTATIONS AND WARRANTIES.**
- 10.1 Each Party represents to the other Party that:
- 10.1.1 it has all necessary power and authority to enter into the Agreement; and
- 10.1.2 the Agreement, when executed and delivered, will constitute a valid and binding obligation of such Party and will be enforceable against such Party in accordance with its terms.
- 10.2 Capita warrants that the SaaS Product(s) (excluding any Maintenance Releases and New Versions made available to Customer from time to time, which shall not benefit from the warranty set forth in this Section 10.2, but which shall be supported in accordance with any applicable Support Services that Capita has agreed to provide to Customer pursuant to a Product Order) will perform in accordance with their respective Documentation in all material respects for thirty (30) days following delivery. The warranty shall not apply:
- 10.2.1 if the SaaS Product is not used in accordance with the Documentation;
- 10.2.2 if the defect is caused by:
- (a) a modification (other than a modification provided by Capita);
- (b) Customer; or

- (c) third party software;
- 10.2.3 to any Customer unlicensed activities;
or
- 10.2.4 if the defect is caused by a failure by Customer to install and run a Maintenance Release in accordance with the applicable Product Terms.
- Provided Customer notifies Capita in writing with a specific description of the SaaS Product's non-conformance within the warranty period referenced above and Capita validates the existence of such non-conformance, Capita's sole obligation and Customer's exclusive remedy will be for Capita to use reasonable efforts to correct the failure of the affected SaaS Product to operate as warranted, at no charge to Customer. If Capita is unable to cure a breach of this warranty after using reasonable commercial efforts, Customer's exclusive remedies will be to terminate its licence for the affected SaaS Product in accordance with Section 11.2.3(i) below, and receive a refund of any unused prepaid fees received for such Product less an amount that reflects Customer's use and benefit derived from the Product prior to the date of such termination assuming a useful life of five (5) years).
- 10.3 Capita warrants that it will perform the Support Services in a professional and workmanlike manner consistent with generally accepted industry practices.
- 10.4 Capita warrants that, in respect of any Professional Services provided by Capita under the Agreement, the relevant Deliverables will conform in all material respects with the descriptions set forth in the applicable Product Order. Provided Customer notifies Capita in writing with a specific description of any non-conformity of the Deliverables in breach of the warranty set out in this Section 10.4 within thirty (30) days of delivery of the applicable Deliverables, Capita's sole obligation and Customer's exclusive remedy will be for Capita to re-perform such deficient Professional Services in order to provide conforming Deliverables, and if Capita then fails again to provide the Deliverables as warranted, Customer, as its exclusive remedy, shall be entitled to recover the fees paid to Capita for such non-conforming Deliverables.
- 10.5 CUSTOMER ASSUMES ALL RISKS ASSOCIATED WITH ITS SELECTION AND USE OF THE PRODUCTS, DOCUMENTATION, DELIVERABLES AND CONTENT TO MEET ITS NEEDS. CUSTOMER ACKNOWLEDGES THAT IT IS SOLELY RESPONSIBLE FOR THE RESULTS OBTAINED FROM USE OF THE PRODUCTS, DOCUMENTATION, DELIVERABLES OR CONTENT, INCLUDING THE COMPLETENESS, ACCURACY, AND CONTENT OF SUCH RESULTS AND THE CONCLUSIONS DRAWN FROM SUCH USE. CAPITA DOES NOT REPRESENT OR WARRANT THAT THE PRODUCTS, DOCUMENTATION, DELIVERABLES OR CONTENT WILL MEET THE REQUIREMENTS OR BUSINESS NEEDS OF CUSTOMER OR ITS LISTED AFFILIATES; THAT THE PRODUCTS', DOCUMENTATION'S, DELIVERABLES' OR CONTENT'S OPERATION WILL BE UNINTERRUPTED OR ERROR-FREE; OR THAT ALL DEFECTS WILL BE CORRECTED. EXCEPT AS EXPRESSLY PROVIDED IN THE AGREEMENT, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, CAPITA DISCLAIMS ALL OTHER WARRANTIES UNDER THE AGREEMENT, WHETHER WRITTEN OR ORAL, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTY OF TITLE OR NON-INFRINGEMENT, SATISFACTORY QUALITY OR ACCURACY, AND THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. CAPITA DISCLAIMS ALL LIABILITY AND INDEMNIFICATION OBLIGATIONS FOR ANY HARM OR DAMAGES CAUSED BY ANY THIRD PARTY HOSTING PROVIDERS OR BY ANY OTHER PROVIDERS OF THIRD PARTY SERVICES OR CONTENT.
- 10.6 Customer warrants, represents and undertakes to Capita that:
- 10.6.1 it (or the applicable Customer Group Member) has all rights and licenses

- necessary for it to grant the licences set forth in the Agreement and to submit, post or display the Customer Data on the Product(s); and
- 10.6.2 the hosting and display of such Customer Data by Capita (or any third party on behalf of Capita) shall not infringe the Intellectual Property Rights or any other rights of a third party.
- 11. USAGE PERIODS AND TERMINATION.**
- 11.1 The Agreement commences on the Agreement Effective Date and continues until all Usage Periods hereunder have expired or have been terminated.
- 11.2 Unless otherwise agreed to by the Parties in writing, the Agreement and the Usage Rights it grants will terminate or may be terminated as follows:
- 11.2.1 The Usage Rights to any particular Product(s) will expire automatically at the end of the applicable Usage Period if not renewed in accordance with the applicable Product Order.
- 11.2.2 In addition to any termination rights Capita may have under any individual Product Order (including under any related Product Terms), Capita may terminate the Agreement or any individual Product Order (in whole or in part) for cause: (i) if Customer commits a material breach of the Agreement which breach is irremediable or (if such breach is remediable) fails to remedy that breach within a period of thirty (30) days after being notified in writing to do so; (ii) Customer fails to pay any amount due under the Agreement on the due date for payment and remains in default not less than thirty (30) days after being notified in writing to make such payment; or (iii) if Customer becomes the subject of a petition in bankruptcy or any other proceedings relating to insolvency, receivership, liquidation or assignment for the benefit of creditors.
- 11.2.3 Customer may terminate for cause: (i) an individual Product Order upon thirty (30) days' written notice to Capita of a material breach of the Agreement relating to the Products or Services under that Product Order which breach is irremediable or (if such breach is remediable) fails to remedy that breach within a period of thirty (30) days after being notified in writing to do so; or (ii) the Agreement if Capita becomes the subject of a petition in bankruptcy or any other proceedings relating to insolvency, receivership, liquidation or assignment for the benefit of creditors.
- 11.2.4 When the Usage Rights to any particular Product(s) terminates, Customer will immediately cease to use or access the affected Product(s) and will promptly uninstall and securely erase all copies so that they cannot be recovered. Upon request by Capita, Customer will certify in writing that it has done so.
- 11.3 Where Capita has a right to terminate a Product Order, Capita may, at its option, elect to terminate the Product Order with respect to a particular category or categories of Services. Where Capita elects to terminate a Product Order with respect to a particular category or categories of Services such partial termination shall not affect the continuation of the Usage Rights.
- 11.4 Termination of the Agreement does not free either Party from its obligations to comply with all terms of the Agreement that contemplate performance prior or subsequent to the termination date and shall not prejudice any rights of either party which have arisen on or before the date of

- termination.
- 11.5 Other than as set out in Section 11.2 above, if Customer purchases a Product Order for a Usage Period, then the Product Order will be non-cancellable and the associated fees will be non-refundable for the applicable Usage Period.
- 11.6 On termination of the Agreement (or part thereof):
- 11.6.1 all applicable Usage Rights granted to Customer shall cease, unless such Usage Rights have been granted on a perpetual basis;
- 11.6.2 all applicable Services shall cease;
- 11.6.3 Customer will immediately cease to use or access the applicable Product(s) and will promptly uninstall and securely erase all copies so that they cannot be recovered. Upon request by Capita, Customer will certify in writing that it has done so;
- 11.6.4 Customer shall immediately pay to Capita any applicable sums due to Capita;
- 11.6.5 each Party shall return and make no further use of any equipment, property, documentation and other items (and all copies of them) relating to the applicable Product(s) and/or Services and belonging to the other Party, save that Customer may retain a copy of Documentation relating to any Products for which Customer has perpetual Usage Rights;
- 11.6.6 Capita may destroy or otherwise dispose of any of Customer Data in its possession relating to the applicable Product(s) and/or Services, unless Capita receives, no later than ten (10) days after the effective date of the termination, a written request for the delivery to Customer of the then most recent back-up of Customer Data. Capita shall use reasonable commercial endeavors to deliver the back-up to Customer within thirty (30) days of its receipt of such a written request, provided that Customer has, at that time, paid all applicable fees and charges outstanding at, and resulting from, termination (whether or not due at the date of termination). Customer shall pay all reasonable expenses incurred by Capita in returning or disposing of Customer Data; and
- 11.6.7 Customer shall return all of the Capita Materials and any hardware relating to the applicable Product(s) and/or Services which have not been fully paid for. If Customer fails to do so, then Capita may enter Customer's premises and take possession of them. Until they have been returned, Customer shall be solely responsible for their safe keeping and will not use them for any purpose.
12. **LEGAL COMPLIANCE.**
- 12.1 Each Party covenants that it will perform all activities under or pursuant to the Agreement in accordance with all applicable legal requirements.
- 12.2 Without limiting the generality of Section 12.1 above, Customer covenants that it will cause all personnel who will be given access to the Product(s), Documentation, Deliverables or Content to be familiar with U.S. laws governing cross-border transactions and activities, including U.S. export control laws and the U.S. Foreign Corrupt Practices Act, and Customer assures Capita that Customer and such personnel will not violate any such laws in connection with their activities under or relating to the Agreement, and that they will take no actions on behalf of or in relation to Capita or the Product(s), Documentation, Deliverables or Content that would subject Capita to liability under any such laws.
- 12.3 Customer will not permit access to the Product(s) , Documentation, Deliverables or Content to be given to, or accessed by, any individuals or companies from restricted

destinations, organizations, entities, or individuals subject to U.S. trade embargoes, sanctions, and restrictions under U.S. Law, including the Office of Foreign Assets Control's (OFAC) Embargoed Countries, OFAC's Countries and Territories Sanctions Programs, and OFAC's Special Designated Nationals and Blocked Persons, the International Traffic In Arms Regulations Prohibited Countries, and Export Administration Regulation Entities' List and Denied Persons' List.

13. **INTERPRETATION; DISPUTES.**

13.1 The Agreement and the relationship of the Parties under it shall be governed and construed in all respects solely and exclusively by the substantive laws of the state of New York and applicable U.S. federal laws without regard to conflict of laws principles. The United Nations Convention on Contracts for the International Sale of Goods shall not apply to the Agreement.

13.2 The courts situated in the state of New York shall have exclusive jurisdiction over all suits and proceedings arising out of or in connection with the Agreement. Both Parties hereby submit to the jurisdiction of such courts for purposes of any such suit or proceeding and irrevocably waive any claim that such forum is inconvenient or inappropriate.

13.3 Other than variations made in accordance with the Customer Specific Requirements Part of the Product Order, no variation of the Agreement shall be effective unless it is in writing and signed by the duly authorised representatives of both Parties.

13.4 Before the Parties resort to litigation to solve any dispute, the Parties agree to schedule a mandatory meeting either remotely (for example, via teleconference) or at a mutually agreeable location within ten (10) days of the date a Party gives notice of the dispute to the other Party, which meeting will be attended by a senior official of each Party. At that meeting, each Party will present its side of the dispute, and the senior

officials will enter into good faith negotiations in an attempt to resolve the dispute. In the event the matter is not so resolved at such meeting or if the meeting does not take place within ten (10) days of the date a Party gives notice of the dispute to the other Party, the Parties reserve all applicable rights and remedies under the Agreement or available at law or in equity. Nothing in this Section shall prevent Capita from seeking any interim or interlocutory relief.

13.5 If any court of competent jurisdiction holds any provision or part provision of the Agreement is or becomes invalid, illegal or unenforceable, it shall be deemed deleted, but shall not affect the validity and enforceability of the other provisions of the Agreement. If any provision or part provision of the Agreement is deemed deleted under this Section 13.5 the Parties shall negotiate in good faith to agree a replacement provision that, to the greatest extent possible, achieves the intended commercial result of the original provision.

13.6 Any term or condition of the Agreement which expressly or by implication is required for the interpretation of the Agreement or necessary for the full observation and performance by each Party of all rights and obligations arising prior to the date of expiration or termination shall survive the expiration or termination of the Agreement for any reason.

14. **GENERAL.**

14.1 The relationship of the Parties under the Agreement is that of independent contractors. Nothing in the Agreement is intended to or shall make Capita and Customer partners, franchise, joint venturers or otherwise associated in or with the business of the other. Neither Party is authorized to incur debts or other obligations of any kind on the part of or as agent for the other, or to make or enter into any commitments for or on behalf of the other Party.

- 14.2 Customer may not assign, delegate, or transfer the Agreement, in whole or in part, or any of its rights or duties hereunder without the written consent of Capita. For purposes of the preceding sentence, and without limiting its generality, any merger, consolidation, or reorganization involving Customer (regardless of whether Customer is a surviving or disappearing entity) will be deemed to be a transfer of rights, obligations, or performance under the Agreement for which Capita's prior written consent is required. No assignment, delegation, or transfer will relieve Customer of any of its obligations or performance under the Agreement. Any attempted assignment, delegation or transfer by Customer in violation of this Section 14.2 is void. The Agreement shall be binding upon, and shall inure to the benefit of, the Parties and their respective successors or permitted assigns.
- 14.3 Capita may at any time assign, delegate, transfer, charge, sub-contract or deal in any other manner with all or any of its rights or obligations under the Agreement.
- 14.4 All notices and other communications required or permitted hereunder must be in writing and sent to the addresses set out in the relevant Product Order and will be deemed to have been duly given:
- 14.4.1 when delivered by hand with a copy provided by another means specified in this Section 14.4;
- 14.4.2 one (1) day after delivery by receipted overnight delivery; or
- 14.4.3 three (3) days after being mailed by certified or registered mail, return receipt requested, with postage prepaid to the Party at the address set forth below, or to such address as either Party shall furnish to the other Party in writing, pursuant to this Section 14.4.
- 14.5 No waiver of any of the provisions of the Agreement shall constitute a waiver of any other provision of the Agreement, nor shall such waiver constitute a continuing waiver. The failure of either Party to enforce at any time any of the provisions of the Agreement, or the failure of either Party to require the performance by the other Party of any provisions of the Agreement, shall not be construed as a waiver of such provisions in the future, nor will it affect the ability of a Party to enforce each and every provision thereafter.
- 14.6 Neither Party shall be in breach of the Agreement nor liable for failure or delay in the performance of its obligations hereunder as a result of a force majeure event, such as fire, explosion, act of nature, strikes, war, riot, government regulation or act or any other cause beyond the reasonable control of such Party, provided that:
- 14.6.1 the affected Party and its representatives and agents are without fault in causing or failing to prevent the force majeure event;
- 14.6.2 the affected Party gives the other Party prompt written notice of the force majeure event and uses its best efforts to overcome or circumvent it, including through the use of commercially reasonable alternative sources, workaround plans or other means; and
- 14.6.3 each Party will do and execute, or arrange for the doing or executing of, each necessary act, document and thing that is reasonably necessary to give effect to any of the Parties' rights under the Agreement.
- 14.7 Except as expressly provided in the Agreement, all rights, remedies and powers of the Parties hereunder are irrevocable and cumulative, and not alternative or exclusive, and shall be in addition to all other rights, remedies and powers to which it may be entitled by law.
- 14.8 The captions and headings used in the

- Agreement are used for convenience only and are not to be given any legal effect.
- 14.9 The Agreement is entered into solely by and between Capita and Customer and will not be deemed to create any rights in any third parties. No third party shall be a third party beneficiary of the Agreement (or any of its terms) or otherwise have any rights under the Agreement except for an Affiliate of Capita or Customer for the purpose only of enforcing its rights under the indemnities in the Agreement granted in its favour. The rights of the Parties to rescind or vary the Agreement are not subject to the consent of any other person.
- 14.10 The Agreement, including any Product Orders, exhibits and other attachments, constitutes the entire and exclusive statement of the agreement between the Parties with respect to its subject matter and supersedes all prior and contemporaneous communications, understandings, and agreements concerning the subject matter hereof, whether written or oral.
- 14.11 Subject to the limits of liability set out in the Product Order, each Party agrees that in entering into the Agreement it does not rely on, and shall have no remedies in respect of, any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in the Agreement. Subject to the limits set out in the Product Order, each Party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in the Agreement. Customer further agrees that its purchases are not contingent on the delivery of any future functionality or features, or dependent on any oral or written public comments made by Capita regarding future functionality or features.
- 14.12 Save as explicitly stated elsewhere in the Agreement, in the event of a conflict or inconsistency between the provisions of the components of the Agreement, then the following order of precedence shall apply:
- i. the Product Order's terms and conditions shall take precedence over any other component of the Agreement; then
 - ii. the Product Terms; then
 - iii. the Professional Services Terms; and then
 - iv. the Master Terms.